

# STOP Violence Against Women Formula Grant

*Request for Grant Application (RFGA)*

ST-WSG-12-2366-00

<b><u>DEADLINE</u></b>	<p>Applications shall be submitted <b>on or before 3:00 p.m.</b> (Arizona time) <b>on <i>October 24, 2011</i></b> at the Governor's Office for Children, Youth, and Families, 1700 W. Washington, Suite 101, Phoenix, AZ 85007.</p> <p><b><u>TELEFAXED, ELECTRONIC OR LATE APPLICATIONS WILL NOT BE ACCEPTED.</u></b> Please mail or deliver one (1) original document marked "ORIGINAL" and seven (7) copies.</p> <p><b>Applicants are cautioned not to rely on next day U.S. Postal mail services.</b> Mail sent to the Governor's Office for Children, Youth and Families is filtered through the Arizona Department of Administration. The Governor's Office is not responsible for packages delivered to locations other than Suite 101. All applications will be date stamped using the time clock in Suite 101 only.</p>
<b><u>SPECIAL ACCOMMODATIONS</u></b>	<p>Persons with a disability may request reasonable accommodation such as a language interpreter by contacting Sarah Bean, email: sbean@az.gov or via Fax (602) 542-5522. Requests should be made as early as possible to allow time to arrange the accommodation.</p>
<b><u>PRE-APPLICATION CONFERENCE</u></b>	<p>Prospective applicants are encouraged to attend a conference on September 23, 2011 at 10:00 AM (Arizona time) at the Arizona Department of Health Services State Lab Building, Conference Room, 250 North 17th Avenue, Phoenix, AZ. The purpose of the meeting is to discuss and clarify this Request for Grant Application.</p>
<b><u>PROCUREMENT GUIDELINES</u></b>	<p>In accordance with A.R.S. §41-2701, competitive sealed grant applications for the services specified within this document will be received by the Governor's Office for Children, Youth and Families at the above specified location until the time and date cited. Grant applications received by the correct time and date will be opened and the name of each applicant will be publicly read.</p> <p>Grant applications must be in the actual possession of the Governor's Office for Children, Youth and Families on or prior to the exact time and date indicated above. <b>TELEFAXED, ELECTRONIC OR LATE GRANT APPLICATIONS WILL NOT BE CONSIDERED.</b></p> <p><u>Grant applications must be submitted in a <b>sealed envelope</b> with the Grant Application Number and the applicant's name and address clearly indicated on the envelope.</u></p> <p>All applications must be typewritten and a complete Grant Application returned along with the offer by the time and date cited above. Additional</p>

	<p>instructions for preparing a grant application are included within this document.</p> <p><b>Applicants are strongly encouraged to carefully read the entire Request for Grant Application document.</b></p>
<b><u>CONTRACT INFORMATION</u></b>	<p><b>GRANT TITLE:</b> STOP Violence Against Women Formula Grant</p> <p><b>CONTRACT TYPE:</b> Cost Reimbursement Sub-Grant</p> <p><b>CONTRACT TERM:</b> The term of the contract shall commence on January 1, 2012 and shall remain in effect until December 31, 2012 unless terminated, canceled or extended as otherwise provided herein.</p>
<b><u>CONTACT INFORMATION</u></b>	<p><b>Sarah Bean</b> Governor's Office for Children, Youth and Families Procurement Manager Fax: (602) 542-5522 Email: <a href="mailto:sbean@az.gov">sbean@az.gov</a></p>
<b><u>CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER</u></b>	<p>The STOP Violence Against Women Formula Grant CFDA number is 16.588. This number will be required for audits conducted in accordance with federal regulations.</p>
<b><u>MANDATORY SUBGRANTEE ORIENTATION</u></b>	<p>Each successful applicant who is awarded will be required to attend a <b>MANDATORY</b> Subgrantee Orientation. The time and location for this meeting will be detailed in an award letter. A fiscal representative AND a program representative will be <b>REQUIRED</b> to attend.</p>
<b><u>SPECIAL NOTE</u></b>	<p>All information submitted by the applicant is subject to disclosure and inspection by the public. If an applicant deems all, or part of their application to be proprietary, a written justification must be submitted to support non-disclosure.</p>
<b><u>NON-RESPONSIVE APPLICATIONS</u></b>	<p>Applications missing exhibits, solicitation amendments, financial documents, and any stated requirements presented in this RFGA shall be deemed non-responsive. Non-responsive applications are not susceptible for award and shall not be evaluated.</p>
<b><u>AMENDMENTS</u></b>	<p><b>It is the sole responsibility of applicants to check the Governor's website for any amendments to this RFGA, <a href="http://gocyf.az.gov/Grants.asp">http://gocyf.az.gov/Grants.asp</a></b></p>



Janice K. Brewer  
Governor

State of Arizona  
Governor's Office for Children, Youth and Families

Cassandra A. Larsen  
Director

### OFFER AND ACCEPTANCE FORM (SPO FORM 203)

#### TO THE GOVERNOR'S OFFICE FOR CHILDREN, YOUTH AND FAMILIES:

The Undersigned hereby agrees, if awarded a grant, to all terms, conditions, requirements and amendments in this solicitation document and any written exceptions, as accepted by the Governor's Office for Children, Youth and Families, in the application.

Arizona Transaction (Sales) Privilege Tax License No.:

Name of Point of Contact Concerning this Application:

\_\_\_\_\_

Name: \_\_\_\_\_

Federal Employer Identification No.:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Name of Applicant

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Title

#### CERTIFICATION

By signature in the Offer section above, the Applicant certifies:

1. The submission of the application did not involve collusion or other anti-competitive practices.
2. The applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. In accordance with A.R.S. §35-391 and A.R.S. §35-393, the applicant hereby certifies that the applicant does not have scrutinized business operations in Sudan or Iran.

#### ACCEPTANCE OF APPLICATION

The Application is hereby accepted.

The Applicant is now bound to perform as stated in the attached grant application, and based upon the RFGA solicitation document, including all terms, conditions, requirements, amendments, etc., and the Applicant's grant application as accepted by the State.

This grant shall henceforth be referred to as Grant No. \_\_\_\_\_.

The Applicant has been cautioned not to commence any billable work or to provide any material or service under this contract until Applicant receives a purchase order, contact release document or written notice to proceed.

State of Arizona

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Sarah Bean, Procurement Manager

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## **What is Governor's Office for Children, Youth & Families?**

The Governor's Office for Children, Youth & Families (GOCYF) provides resources, promotes citizen engagement and leads innovative projects to strengthen and empower families and communities. To achieve the Governor's vision for healthy communities, the office is organized into several areas: Children, Community and Youth Development, Substance Abuse Policy and Women. Experienced and knowledgeable professionals with expertise in their particular areas staff each area and act as resources to our funded partners.

The GOCYF acts as a catalyst for overall systems change. Our commissions advise and monitor policy initiatives and grant programs. The GOCYF convenes numerous commissions, councils and task forces which include: the Arizona Parents Commission on Drug Education and Prevention, the Arizona Substance Abuse Partnership, the Arizona Juvenile Justice Commission, the Governor's Commission to Prevent Violence Against Women, the Governor's Commission on Service and Volunteerism and the Governor's Youth Commission. To achieve its goal of community participation and inclusiveness, the commissions and councils are comprised of diverse people representing a variety of geographic areas, ethnicities, interests, and professions.

## **What is the STOP Violence Against Women Formula Grant Program?**

### **INTRODUCTION**

The STOP (Services • Training • Officers • Prosecutors) Violence Against Women Formula Grant Program (STOP) was authorized through the Violence Against Women Act (VAWA) signed into law by President Clinton in 1994. It has since been reauthorized and amended by the Violence Against Women Act of 2000 (VAWA 2000) and by the Violence Against Women Act of 2005 (VAWA 2005). The purpose of VAWA is to promote a coordinated, multi-disciplinary approach to improving the criminal justice system's response to violent crimes against women. VAWA encourages the development and strengthening of effective law enforcement and prosecution strategies to address violent crimes against women and the development and strengthening of victim services in cases involving violent crimes against women.

The U.S. Department of Justice, Office on Violence Against Women (OVW) administers the STOP Program nationally according to the following statutory formula (as amended by VAWA 2000 and VAWA 2005):

- 5% of STOP funds allocated for grants to Indian tribal governments
- 2.5% of STOP funds allocated for grants to state and tribal domestic violence coalitions and
- 2.5% of STOP funds allocated for grants to state and tribal sexual assault coalitions
- Each state receives a base amount of \$600,000 and remaining funds are distributed to each state based on population.
- Each state must allocate to the following categories:
  - 25% of STOP Program funds for law enforcement programs,
  - 25% for prosecution programs,
  - 30% for nonprofit, non-governmental victim services programs (of which at least 10% shall be distributed to culturally specific community-based organization, and
  - 5% for state and local court programs (including juvenile).
  - The remaining 15% is allocated per each state's discretion, within the parameters of the Act.

## FEDERAL REQUIREMENTS

The goal of the STOP Violence Against Women Formula Grant Program is to encourage states to develop and implement a coordinated, multidisciplinary partnership between courts, victim advocates, service providers, prosecution and law enforcement for the purpose of reducing crimes against women and enhancing victim services.

States must certify annually that all out-of-pocket costs of forensic medical examinations for victims of sexual assault will be paid by the state, local, or governmental entity. **States cannot require sexual assault victims to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic exam, reimbursement for the cost of the exam or both.** In addition, no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. States also must certify annually that victims of domestic violence, sexual assault, and stalking, are exempt from paying filing or service costs related to criminal charges or protection orders (costs associated with the filing, issuance, registration, or service of a protection order, a petition for a protection order, criminal charges, warrant, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction). Furthermore the state must certify that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of Title 18, and any applicable related Federal, State, or local laws. **Programs seeking funding must be aware of these assurances and certify that their laws, policies and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration or service of a protection order or a petition for protection order, to protect a victim of domestic violence, stalking or sexual assault, that the victim bear the cost associated with the issuance, registration, or service of a warrant, protection order, petition for protection order, or witness subpoena whether issued inside or outside the state, tribal or local jurisdiction.**

**All contractors must forward to the Governor's Office for Children, Youth and Families any written policies they have prohibiting the disclosure of a victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim.** Any subgrantee that does not already have such policies must develop them within **60 days** of receipt of grant funds and **forward a copy** of these written policies to the Governor's Office for Children, Youth and Families once created.

Subgrantees must certify that these policies were developed in close collaboration with domestic violence or sexual assault victim service programs within their communities. All Subgrantees must certify that the policies they have adopted comply with the confidentiality and privacy rights and obligations created by any federal or state law, court rules, or rules of professional conduct applicable to the work performed by the subgrantee.

All federal funds must be identified by a Catalog of Federal Domestic Assistance (CFDA) number. This number is required on all products produced with these dollars as well as for audit purposes. The CFDA number for the Violence Against Women Act – STOP funds is **16.588**.

Subgrantees must cooperate and support the collection of data (The Office on Violence Against Women Annual Progress Report) available on-line at <http://muskie.usm.maine.edu/vawamei/stopformulamain.htm>. **Please review The Office on**

## **Violence Against Women Annual Progress Report to ensure that the proposed project can meet the federal data reporting requirements.**

### **ACTIVITIES THAT MAY COMPROMISE VICTIM SAFETY**

Ensuring victim safety is the guiding principle underlying the STOP Program. Experience has shown that certain practices may compromise victim safety rather than enhance it. Certain responses by the authorities may have the effect of minimizing or trivializing the offender's criminal behavior. Accordingly, consistent with the goals of ensuring victim safety and holding perpetrators accountable for their criminal conduct, applicants are discouraged from proposing projects that include any activities that may compromise victim safety such as the following:

- Offering perpetrators the option of entering pre-trial diversion programs;
- Mediation or counseling for couples as a systemic response to domestic violence or sexual assault;
- Batterer intervention programs that do not use the coercive power of the criminal justice system to hold batterers accountable for their behavior; and
- Procedures that would force victims of domestic and sexual violence to testify against their abusers or impose other sanctions on them. Rather, procedures that provide victims the opportunity to make an informed choice about whether to testify are encouraged.

### **FEDERAL PROGRAM PURPOSE AREAS**

VAWA permits fourteen (14) broad purpose areas under which subgrants may be supported. Programs must meet one or more of the following statutory program purpose areas:

1. Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.
2. Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault and domestic violence.
3. Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault and domestic violence.
4. Developing, installing, or expanding data collection and communication systems, including computerized systems, linking police, prosecutors, and courts or for the purpose of identifying and tracking arrests, protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against women, including the crimes of sexual assault and domestic violence.
5. Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic violence, and dating violence programs; developing or improving delivery of victim services to underserved populations; providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted; and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, domestic violence, and dating violence.
6. Developing, enlarging, or strengthening programs addressing stalking.
7. Developing, enlarging, or strengthening programs that address the needs and circumstances of Indian tribes dealing with violent crimes against women, including the crimes of sexual assault and domestic violence.
8. Supporting formal and informal statewide, multidisciplinary efforts, to the extent not supported by state funds, to coordinate the response of state law enforcement agencies,

prosecutors, courts, victim service agencies, and other state agencies and departments to violent crimes against women, including the crimes of sexual assault, domestic violence, and dating violence.

9. Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.
10. Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of sexual assault or domestic violence, including recognizing, investigating, and prosecuting instances of such assault or violence and targeting outreach and support, counseling, and other victim services to such older and disabled individuals.
11. Providing assistance to victims of sexual assault and domestic violence in immigration matters.
12. Maintain core victim services and criminal justice initiatives while supporting complementary new initiatives and emergency services for victims and their families.
13. Supporting the placement of special victim assistants (to be known as "Jessica Gonzales Victim Assistants") in local law enforcement agencies to serve as liaisons between victims of domestic violence, dating violence, sexual assault, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in domestic violence, dating violence, sexual assault, or stalking and may undertake the following activities:
  - a. Developing, in collaboration with prosecutors, courts, and victim service providers, standardized response policies for local law enforcement agencies, including triage protocols to ensure that dangerous or potentially lethal cases are identified and prioritized;
  - b. Notifying persons seeking enforcement of protection orders as to what responses will be provided by the relevant law enforcement agency;
  - c. Referring persons seeking enforcement of protection orders to supplementary services (such as emergency shelter programs, hotlines, or legal assistance services); and
  - d. Taking other appropriate action to assist or secure the safety of the person seeking enforcement of a protection order.
14. To provide funding to law enforcement agencies, nonprofit nongovernmental victim services providers, and state, tribal, territorial, and local governments, (which funding stream shall be known as the Crystal Judson Domestic Violence Protocol Program) to promote:
  - a. The development and implementation of training for local victim domestic violence service providers, and to fund victim services personnel, to be known as "Crystal Judson Victim Advocates," to provide supportive services and advocacy for victims of domestic violence committed by law enforcement personnel.
  - b. The implementation of protocols within law enforcement agencies to ensure consistent and effective responses to the commission of domestic violence by personnel within such agencies (such as the model policy promulgated by the International Association of Chiefs of Police *Domestic Violence by Police Officers: A Policy of the IACP, Police Response to Violence Against Women Project*, July 2003 which can be found at <http://www.theiacp.org/PublicationsGuides/ResearchCenter/Projects/ViolenceAgainstWomen/PoliceResponsetoViolenceAgainstWomen/tabid/372/Default.aspx>.)
  - c. The development of such protocols in collaboration with State, tribal, territorial and local victim services providers and domestic violence coalitions.



**Note:** Any law enforcement, state, tribal, territorial, or local government agency receiving funding under the Crystal Judson Domestic Violence Protocol Program shall on an annual basis, receive additional training on the topic of incidents of domestic violence committed by law enforcement personnel from domestic violence and sexual assault nonprofit organizations and, after a period of two years, provide a report of the adopted protocol to the Department, including a summary of progress in implementing such protocol.

## FEDERAL INTEREST AREAS

The emphasis of the STOP Program continues to be on the implementation of comprehensive strategies addressing violence against women that are sensitive to the immediate and long-term needs and safety of victims and hold offenders accountable for their crimes. States and Territories should seek to carry out these strategies by forging lasting partnerships between the victim advocacy organizations and the criminal justice system and by encouraging communities to look beyond traditional resources. States and Territories should also look to new partners to respond more vigorously to sexual assault, domestic violence, dating violence, and stalking crimes, such as faith-based and community organizations.

In shaping the overall STOP strategies for Federal FY 2011, States and Territories are encouraged to develop and support projects that:

- Support core services for victims of sexual and domestic violence, particularly support for rape crisis centers and shelters;
- Provide comprehensive culturally specific services beyond bilingual advocacy, particularly to individuals like the children of immigrants, who may not need bilingual services;
- Provide basic and advanced training to Tribal law enforcement and Tribal courts regarding services for victims in Tribal communities;
- Provide basic and advanced training to target violence against women, including violence across the lifespan and elders who cope with historical sexual abuse (e.g., sexual assault of Native American women, enslaved African women, and African/American women);
- Provide basic and advanced training and services that address domestic violence or sexual assault and prisoner re-entry, including advocacy services to: battered women convicted of crimes; victims of prison rape; victims whose experiences of sexual assault or domestic violence played a role in their crimes; women whose batterers are returning from prison; and communities where a sex offender is being paroled to that community.
- Provide comprehensive training to court personnel on sexual assault issues;
- Support Full Faith and Credit training for Tribes, States and Territories; and
- Develop and implement risk/danger assessments to address issues of victims who are considered to be in high risk of lethality in relationships.

**NOTE:** Funded projects can provide services to adult and teen (age 13 to 17) victims. STOP Grant funds may be used for projects that serve or focus on adult women and teen girls who are victims of domestic violence, dating violence, sexual assault, or stalking. In general, victims served with STOP funds must be adults or teens. Under a new purpose area created by VAWA 2005, however, STOP funds may also support “complementary new initiatives and emergency services for victims and their families.” For example, STOP funds may support services for secondary victims such as children who witness domestic violence.

## **What is the Funding Source for this Grant?**

The U.S. Department of Justice, Office on Violence Against Women (OVW), Violence Against Women Act (VAWA) as amended by VAWA 2000 and VAWA 2005, 42 U.S.C.A. §3796gg through 3796gg-5, CFDA #16.588.

## **Who is Eligible to Apply for this Funding Opportunity?**

The following Arizona entities are eligible to apply for the STOP Violence Against Women Formula Grant:

- Non-profit 501(c)(3), non-governmental and community-based victim service organizations
- Offices and agencies of state government
- Units of local government
- Tribal governments

The STOP Grant is broken into different program areas, the following details allowable applicants in each area:

- Law Enforcement – Funding must go towards and/or benefit law enforcement efforts and activities (state, local, or tribal law enforcement agencies; or non-profit victim services working with law enforcement)
- Prosecution – Funding must go towards and/or benefit prosecution efforts and activities (state, local, or tribal prosecution agencies; or non-profit victim services working with prosecution)
- Courts – Funding can only be awarded to courts (state, local or tribal including juvenile)
- Victim Services – Funding can only be awarded to non-profit non-governmental victim service providers

The Department of Justice has defined a unit of local government as a general-purpose political subdivision of a state, such as a city or county. The definition of “victim services” or “victim service provider” means a nonprofit, non-governmental organization that assists domestic violence, dating violence, sexual assault, or stalking victims, including rape crisis centers, domestic violence shelters, faith-based organizations, and other organizations, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

STOP grants will be equitably distributed throughout the State of Arizona on a geographic basis including urban and rural areas of various size and population. Law enforcement, prosecution, the courts, victim service agencies and tribal entities are encouraged to apply. Tribal programs must be geographically located within Arizona boundaries.

## **What is the Total Amount of Available Funds?**

This is a twelve (12) month contract that may be renewable for two (2) additional twelve month period, **contingent upon the availability of funds**. Consideration for renewal will also be based on results of program and fiscal monitoring. The number of awards will depend on the number and quality of applications received.

The total funds available for all STOP Grant contracts will be based on the federal formula guidelines. It is anticipated that total funds available will be approximately \$2,433,000 for the 2012 funding term.

## **What Will This Request for Grant Application Fund?**

In general, STOP grants may support personnel, training, technical assistance, evaluation, data collection and equipment costs to enhance the apprehension, prosecution and adjudication of persons committing violent crimes against women and to provide or improve services for victims.

Programs responding to criminal justice reform, while providing safety and protection for victims of sexual assault, domestic violence, dating violence, and stalking, will be considered in the following **program areas**:

- Law Enforcement (25% of total funds available)
  - Rural 40% of funding for program area
  - Tribal 40% of funding for program area
  - Urban/County/Statewide 20% of funding for program area
- Prosecution (25% of total funds available)
  - Rural 40% of funding for program area
  - Tribal 40% of funding for program area
  - Urban/County/Statewide 20% of funding for program area
- Courts (5% of total funds available award)
  - Rural 40% of funding for program area
  - Tribal 40% of funding for program area
  - Urban/County/Statewide 20% of funding for program area
- Victim Services (30% total funds available, of which 10% shall go to linguistically and culturally specific community-based organization programs)
  - Rural 40% of funding for program area
  - Tribal 40% of funding for program area
  - Urban/County/Statewide 20% of funding for program area
- Discretionary (15% of total funds available)
  - The discretionary allocation will be distributed among the four program areas, based upon need, as determined by the Governor's Office for Children, Youth and Families.

The allocation may be changed among the three categories (Rural, Tribal and Urban/County/Statewide) within each program area. The final distribution will be based upon the number and quality of applications received as determined by the Governor's Office for Children, Youth and Families. Applicants may not apply under more than one program area or category.

Rural – The following counties are identified as Rural using the U.S. Department of Health and Human Services' Rural Health Grants Eligibility Analyzer

(<http://datawarehouse.hrsa.gov/RuralAdvisor/RuralHealthAdvisor.aspx>):

Apache, Cochise, Gila, Graham, Greenlee, La Paz, Mohave, Navajo, and Santa Cruz

Tribal – Eligible applicants include Federally recognized Indian Tribes; consortia of Indian Tribes; incorporated non-Federally recognized Tribes; incorporated non-profit multi-purpose community-based Indian organizations; urban Indian centers; regional incorporated non-profit Native American organizations with Native American community-specific objectives.

Urban/County/Statewide – Any urban program or non-rural county applying. Statewide is a project that will cover the whole state or a project that will be implemented in more than one county.

Priority points will be given for programs that serve underserved populations, as defined by VAWA 2005 [42 U.S.C. § 13925(a)(33)], see below. However, since the categories identified above (Rural and Tribal) breakdown the geographic location this will not be considered for priority points. Applicants must clearly indicate how their project is structured and/or working toward providing services to or benefiting underserved populations.

“populations underserved because of geographic location, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.”

#### PROJECT PARTICIPATION REQUIREMENTS

Violence against women impacts entire communities. The Office on Violence Against Women and the Governor’s Office for Children, Youth and Families 2012 STOP RFGA **requires** that STOP projects reflect participation from law enforcement, courts, prosecutors and victim services in the planning stage and throughout the life of the project.

- For projects that include Memorandum of Understanding (MOU) partners representing the criminal justice system and victim services, the formal MOU will satisfy the "Project Participation" requirement.
- For all other projects, "Letters of Participation" are required. Letters of Participation can come from key stakeholders in the criminal justice and victim service systems and/or the community to be served.
- Letters of Participation should describe the stakeholders’ knowledge, contribution, and support of the project. This letter can also detail any input and/or planning provided by the stakeholder regarding the project. This is NOT a letter of support for the project. The purpose of this letter is to demonstrate collaboration with criminal justice entities and victim service providers.

This requirement applies to all applicants.

Broader opportunities to collaborate that should be given consideration by the criminal justice and victim services systems include, but are not limited to:

- Educational institutions and programs and/or healthcare systems
- Faith-based institutions
- Employment agencies
- Tribal government/Tribal government agency
- Legal Services Organizations
- Community Advocacy Organizations
- Law enforcement agencies
- Courts or prosecutorial agencies

- Domestic violence shelters or safe homes
- Domestic violence and sexual assault advocacy programs

**NOTE:** Please note that not all of the entities listed above are eligible for STOP Grant funding. That does not minimize the long-term impact that a broadened coordinated community response can achieve through the collective power of systematic change.

#### MEMORANDUM OF UNDERSTANDING REQUIREMENTS

For the purposes of this STOP grant solicitation there are two separate situations that require a Memorandum of Understanding (MOU) and denote a “formal partnership”:

1. MOU is required for all projects that identify a subcontractor that will provide a service(s) in which there will be an exchange of grant funds to pay for that service.

**OR**

2. MOU is required for all projects that identify a partner where grant funds will not exchange hands but in order for the project to be viable, a service will be provided or there is an agreement to work together. (For example, a victim service agency will provide an advocate to work with law enforcement officers to respond to domestic violence calls for service. MOU is required between the victim service agency and the law enforcement agency.)

Projects must support one or more of the fourteen (14) VAWA purpose areas. The project may address either a statewide, regional, or community approach and shall be provided in accordance with the goals identified below for any one or more of the outlined topic areas.

#### THE THREE-YEAR STOP GRANT IMPLEMENTATION PLAN INCLUDES TWO GOALS:

**Goal 1:** Improve the consistency and coordination of response to victims of violence against women in Arizona by holding the offenders accountable and strengthening collaborations between law enforcement, prosecution, courts, offender intervention providers and victim services systems resulting in a culturally responsive coordinated response to stalking, domestic, dating and sexual violence.

**Goal 2:** Arizona's criminal justice and victim services systems will increase their capabilities to respond to unserved or underserved victims of stalking, domestic, dating and sexual violence in a culturally responsive manner.

Under these two over-arching goals the following priority areas will be highlighted for this offer of funding:

#### STATE STOP GRANT PRIORITY AREAS

The priorities and goals for the next three years are based mainly on the results of last year's Regional Community Conversations, as they apply to the use of STOP funds. Overall the Regional Community Conversations were an eight month process of planning and implementing nine Regional Community Conversations. These conversations were designed as a needs assessment tool to solicit feedback and specific input about funding and the needs in each community. Although Arizona is a large state with rural, tribal and urban areas, many communities expressed common needs and concerns. The following are the top needs identified through the RCC process and are allowable under the STOP grant.

1. Housing – Emergency shelter services for victims
2. Legal Service – Criminal and limited civil services for victims

3. Mental Health – Counseling services for victims
4. Education – Economic independence for victims
5. Victim Advocacy – Law enforcement, prosecution and victim services, including on-scene response
6. Criminal Justice Response and Training
7. Multiservice Collaborative Advocacy Center – Support for advocacy centers that address violence against women issues and other organizations that provide a coordinated and comprehensive approach to victim services
8. Culturally Responsive Services – A priority for STOP and in our State goals

In addition, applicants may propose additional or alternative activities/purposes that meet the needs of their respective regions of the state, provided that the activity/purpose meets one or more of the STOP Grant fourteen (14) purpose areas.

### **How Do I Apply?**

Applicants will be required to submit the documents and exhibits/attachments being requested as outlined in this RFGA. To prepare your application, read this document and its exhibits/attachments. Follow the instructions and guidelines found in each of the document sections. Prepare a budget and budget narrative. **Refer to the Checklist on pages 38-39 to verify inclusion of all required documentation and the proper format.**

The Governor's Office for Children, Youth and Families shall be responsible for the overall management of the STOP Violence Against Women Formula Grant. The Governor's Office for Children, Youth and Families is responsible for all activities related to submission, review of applications, awarding of contracts, and all subsequent program monitoring.

### **Applicant Contacts**

The Governor's Office for Children, Youth and Families will address questions regarding this Request for Grant Application, including technical specifications and the application process. For questions, please contact the Procurement Manager:

**Sarah Bean**  
**Procurement Manager**  
**sbean@az.gov**  
**fax: (602) 542-5522**

Applicants may not contact the employees of the Governor's Office for Children, Youth and Families regarding this procurement activity while the formal solicitation process is underway.

## **Please follow these instructions in preparing your grant application**

1. Read and familiarize yourself with all sections of this Request for Grant Application (RFGA) document.
2. Attend, if necessary, the Pre-Application Conference on September 23, 2011 10:00 am (Arizona time), at the Arizona Department of Health Services State Lab Building, Conference Room, 250 North 17th Avenue, Phoenix, Arizona 85007. The Pre-Application Conference will clarify the contents of the RFGA in order to prevent any misunderstanding of the Governor's Office for Children, Youth and Families position. Any doubt as to the requirements of the RFGA or any apparent omission or discrepancy should be presented to the Governor's Office for Children, Youth and Families at the Conference. The Governor's Office for Children, Youth and Families will take all questions and concerns under consideration. Any material changes to the RFGA will be issued in a written amendment. Oral statements or instructions shall not constitute an amendment to the RFGA. Written amendments are posted to the Governor's website, <http://gocyf.az.gov/Grants.asp>. **It is the sole responsibility of the prospective applicant to view the website for updated information.** Applicants **MAY NOT CONTACT** any employee of the Governor's Office for Children, Youth and Families concerning this application while the formal solicitation process is underway. **Attendance at the Pre-Application Conference is encouraged, but not mandatory.**
3. **Submit one (1) original document marked "ORIGINAL" and seven (7) additional copies of your application.** The original copy of your application should be clearly marked "ORIGINAL". When submitting your application, ensure your organization name and the Request for Grant Application Number ST-WSG-12-2366-00 is CLEARLY marked on the outside of the **SEALED** envelope/package. The Governor's Office for Children, Youth and Families will not provide any reimbursement for the cost of developing or presenting applications in response to this RFGA.
4. Grant Applications must be received by the Governor's Office for Children, Youth and Families, 1700 W. Washington, Suite 101, Phoenix, Arizona, 85007 **no later than 3:00 PM (Arizona time), October 24, 2011. TELEFAXED, ELECTRONIC OR LATE APPLICATIONS SHALL NOT BE ACCEPTED.** Applicants are cautioned not to rely on next day mail services. Mail sent to the Governor's Office for Children, Youth and Families is filtered through the Arizona Department of Administration. The Governor's Office is not responsible for packages delivered to locations other than Suite 101. All applications will be date stamped using the time clock in Suite 101 only.
5. Additional materials beyond the grant application requirements, such as promotional brochures, should not be added to the application package.
6. Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant shall be read publicly and recorded.
7. Applications shall be irrevocable for 150 days after the RFGA due date and time.
8. In the event that the applications received exceed the budget limitations, the Governor's Office for Children, Youth and Families reserves the option to request a reduction in the scope of the applicant's proposed program. If such an option is exercised by the Governor's Office for Children, Youth and Families, funds shall be awarded according to priority scores. Revised budget documents will be required. The Governor's Office for Children, Youth and Families

reserves the right to award contracts for less than the proposed budget amount. The Governor’s Office for Children, Youth and Families also reserves the right to increase budget amounts if funds become available for additional distribution.

9. Keep a copy of this solicitation and your grant application. If awarded, the Subgrantee shall be bound to the services listed by the grant application and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.

### **How Will the Applications be Evaluated?**

A review committee will evaluate applications and select those applications deemed susceptible for an award, based upon the following criteria.

#### **Evaluation Criteria**

Problem Statement/Needs Assessment	300 points
Goals and Performance Measures	200 points
Strategies and Approaches	100 points
Implementation Plan	100 points
Fiscal Capacity/Budget	100 points
Organizational Capacity	100 points
Evaluation	100 points
Priority Points	50 points

**Note 1:** Applications must meet a threshold score of 650 points to be considered for funding and priority points.

**Those applicants not selected for funding will be notified in writing; however, pursuant to A.R.S. §41-2702 (E), all applications shall not be open for public inspection until after grants are awarded. A.R.S. §41-2702 (G) also states the evaluator assessments shall be made available for public inspection no later than thirty (30) days after a formal award is made.**

### **Technical Requirements**

Applications will be reviewed initially for compliance with technical requirements.

**APPLICATIONS MISSING EXHIBITS, SOLICITATION AMENDMENTS, FINANCIAL DOCUMENTS AND ANY STATED REQUIREMENTS PRESENTED THROUGHOUT THIS RFGA SHALL BE DEEMED NON-RESPONSIVE. NON-RESPONSIVE APPLICATIONS ARE NOT SUSCEPTIBLE FOR AWARD AND SHALL NOT BE EVALUATED.**

- ❑ Responses should be typed, single-spaced with one-inch margins or wider with a 12-point font used.
- ❑ Applications are NOT to be bound in spiral binders or in 3-ring notebooks. Please submit your applications either stapled in the upper left-hand corner or use a binder clip.
- ❑ Applications should be single sided, NOT duplexed.
- ❑ Number all pages and include a table of contents that follows the checklist presented on pages 38-39. The table of contents shall reference page numbers. Page numbers may be labeled or handwritten on forms not contained in the exhibit section (e.g. IRS 502(c)(3) tax exempt letter, solicitation amendments, etc.)



- ❑ **Enclose one (1) original document marked “ORIGINAL” and seven (7) additional copies.**
- ❑ A signed Offer and Acceptance (SPO Form 203) document must be submitted. **THIS DOCUMENT MUST HAVE AN ORIGINAL SIGNATURE.**
- ❑ Any amendments, if issued, must be submitted **SIGNED** as part of the application.
- ❑ All Exhibits and application requirements must be completed as instructed.
- ❑ The organization name and the Request for Grant Application Number **ST-WSG-12-2366-00** must be **CLEARLY** marked on the outside of the **SEALED** envelope/package.

## **Application Requirements**

### **1. Executive Summary** (one (1) page maximum)

Provide a one-page narrative overview of the project that includes a brief summary of the need, program objectives, and strategies used to achieve program goals. Provide the following:

- A. **Clearly indicate the application’s program area (court/law enforcement/prosecution/victim services) first and then which category (rural, tribal or urban/county/statewide) in that program area. Select the category that is most appropriate for your program. Each organization applying to the Arizona STOP Grant Program can apply for **ONLY ONE** program area and category.**
- B. Present the need for the project. Provide the goals, and strategy/approach and partners.
- C. State the name of the program (and project if appropriate), target population, strategy/approach, and outcomes. Include which Federal purpose area(s) being addressed (you must have at least one) and State priority area if applicable.

### **2. Problem Statement/Needs Assessment** (four (4) pages maximum, not including attachments)

This component creates a foundation for the application by focusing on: problem identification; the targeted individuals or groups to be reached; other individuals or groups who will play a role in the development or implementation of the program; the gathering and analysis of data that will establish the needs to support the identified problem; and the identification of other resources currently directed toward the identified problem. Please address each point:

***Provide a narrative response to each of the following:***

- A. State the problem or issue addressed in this application. Name which federal purpose area(s) will be addressed. Identify if the project addresses one of the state priority areas. If not, describe why?
- B. Based on the stated problem, what group(s) of people or communities will the proposed project be targeting, i.e. your target population. Who are the other individual groups (or key stakeholders) that are involved in the development and/or implementation of the proposed project?
- C. What resources (federal, state, local) in your community and/or within your organization are currently being directed toward the stated problem? How does this proposed project support those efforts or enhance your program efforts?

- D. Identify the external team. Detail collaborations and partnerships existing, created or anticipated in order to support or achieve the project goals. If this project involves a partnership of two or more entities, a signed MOU that describes individual involvement, specific roles and responsibilities, must be included with the application in order for the proposal to be accepted for the evaluation review process. See MOU details on page 12.
- E. Describe any existing coordinated community response efforts directed towards domestic violence, dating violence, sexual violence and or stalking including other local agencies that are addressing the identified problem.
- F. Identify the internal team. Who are the individuals within the applicant's organization involved in the development and implementation of the project and what are the specific roles of these individuals?
- G. Describe the current ability of the applicant to meet the identified needs. Provide examples of related projects that have been implemented as well as the outcomes of these projects.
- H. Applications requesting to *maintain core victim services and criminal justice initiatives while supporting complementary new initiatives and emergency services for victims and their families* (Federal purpose area #12) must provide a summary that describes the successes, challenges and outcomes of the current project and describe what impact the project has had in addressing violence against women.
- I. Applicant shall identify whether or not they are a linguistically and culturally specific community-based organization as defined by OVW. If the applicant meets this definition detail how you are culturally specific.  
*The term "linguistically and culturally specific services" means community-based services that offer full linguistic access and culturally specific services and resources, including outreach, collaboration, and support mechanisms primarily directed toward underserved communities.*

### 3. **Goals and Performance Measures** (Exhibit K only, no narrative)

State the goal(s) that will address the identified problem/need in Exhibit K. This component should include broad statements of intent (goals) and the measurable, time-specific outcomes (performance measures/tasks and objectives) that directly link with the identified problem/needs. Goals are general statements of long-range benefits that reflect what changes are desired within a targeted population or community area. Outcomes are specific, quantified statements of expected results of the project. These performance measures should be described in terms of events that can be realistically achieved within the STOP grant time constraints and available resources. It is critical to develop project measurement tools that can accurately track the stated outcomes. The goals, tasks and objectives should be related to the problem/needs described above. Victim behavior and/or choices should not be used as an outcome measure to evaluate the success of the project.

**Exhibit K** must be completed and will be evaluated as part of the score for this section.

4. **Strategies and Approaches** (three (3) pages maximum, not including exhibits and attachments)

This component identifies and describes the activities, services or interventions chosen to reach the stated goals and outcomes.

***Provide a narrative response to each of the following.***

- A. Describe the strategies/approaches or proven effective program that will be used to meet the goals and objectives.
- B. Identify/explain how the selected strategies/approaches fit with the identified problem/need and will lead to achieving the stated goals and outcomes using research-based theory and/or best practices.
- C. Explain how the selected strategies/approaches or proven effective program applies to the targeted population and explain how the selected strategies/approaches or proven effective programs are linguistic and culturally competent, age appropriate and gender responsive.
- D. You may attach relevant research proving the effectiveness of the proposed program or strategy.
- E. What evidence is there to support community readiness to improve current conditions and implement the selected strategies/approaches?

5. **Implementation Plan** (three (3) pages maximum and Exhibit L)

This component focuses on the steps that must be taken to put the program Strategies/Approaches into action. It should include all the elements that will be required to operationalize the strategies for the duration of the grant.

**Exhibit L** must be completed and will be evaluated as part of the score for this section.

***In addition, provide a narrative response to each of the following:***

- A. Describe the activities needed to implement the Strategies/Approaches including timelines and responsibilities as they relate to the achievement of the goals, outcomes and strategies.
- B. Describe the plan for recruiting and retaining program partners, participants/clients.
- C. Describe any anticipated barriers to participation and/or completion and your plans to overcome those barriers.
- D. Describe any training that will be needed for existing and/or new staff. How and when will this training be delivered?

6. **Fiscal Capacity/Budget** (Exhibit B, C, D, E and financial documents, no narrative)

Funding shall be limited to those items specifically listed in the proposed budget and support the scope of work proposed. Total funding may not be modified following award of the contract.

After award, requests for line item modifications that do not change the total program funding, must be requested in writing. If approval of the change is granted, written authorization from the Governor's Office for Children, Youth and Families will be provided. Match must be included in the budget and budget narrative (except tribal and victim services that are not providing match). All budget forms must be signed by an authorized agency representative.

- A. Complete the attached budget sheets (Exhibit B, C and D). These exhibits must be completed and will be evaluated as part of the score for this section.
- B. List all other sources of funding currently received from the Governor's Office for Children, Youth and Families, other State or public agencies, Federal agencies, non-profit organizations and any other sources that will be applied to the proposed program. (Exhibit E)
- C. All budgets should include expenditures for participation in a one-day technical assistance meeting following contract award. Subgrantees shall send two (2) representatives (one program and one financial) to this meeting. Include necessary costs of travel, hotel and per diem to the Phoenix area for two representatives.
- D. A 25% match is required for the STOP Grant. Tribal or victim service applicants applying for Victim Services funds are not required to provide a match; however they can do so voluntarily. If a tribe or victim service provider chooses to voluntarily include match on their application, those applicants will be held accountable for that match. Match funds are subject to financial and programmatic monitoring by the Governor's Office for Children, Youth and Families. (Please see Program Specific Requirements on page 22).

**Attach the following financial documents to the end of your completed application:**

If your organization is subject to the requirements of the A-133 Single Audit Act, then attach two copies of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.

OR

If your organization is not subject to A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.

OR

If your organization does not have a recently completed audit, attach the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

**7. Organizational Capacity** (three (3) page maximum, not including attachments)

The following exhibits must be completed and are evaluated as part of the score for this section: **F, G, H and I.**

***Provide a narrative response to each of the following:***

- A. Describe your organization's capacity to implement and administer the proposed program. Provide examples of experience in implementing and administering related programs and the outcomes of those programs. **NOTE: Past performance on any grants from the Governor's Office for Children, Youth and Families, other state agencies, or other**

**grants in general may be taken into consideration in the evaluation of your application.**

- B. Describe what capacity building will be needed in order to implement the strategies/approaches? This may include additional resources, establishing or strengthening relationships with collaborators, increasing staff, adding data or financial systems, contracting with consultants or providers, and necessary equipment.
- C. Describe staff accountabilities and qualifications. List how much time each person will spend on the project. In addition, attach resumes for key individuals involved in the project or job descriptions for positions to be filled. Provide an organization chart for the applying organization. (Use Exhibit F for listing staff qualifications).
- D. Organizations with a Board of Directors must provide a current list of Board members and identify each member's area of expertise and professional affiliation. (Board of Directors list is not included in page limit.)
- E. Applications that require a detailed Memorandum of Understanding (MOU) must clearly outline the roles and responsibilities of each partner and includes authorizing signatures from all parties to the MOU. **Applicants must include a MOU(s) as described above in order for the proposal to move forward in the evaluation review process.** (See MOU Requirements on page 12).
- F. Include a brief description of how grants are fiscally administered in your organization.
- G. Describe the agency/organization's success in sustaining programs that were developed/implemented under other grant programs.
- H. Read and sign Exhibit I - **ASSURANCES for Non-Construction Programs.**

**8. Evaluation (two (2) pages maximum)**

This section addresses how the program is working and what can be done to make the program more effective. Evaluation should be directly connected to the performance measures in Exhibit K as well as the implementation detailed in Exhibit L. The process evaluation should measure program fidelity by assessing the quality, strengths and weaknesses of the implementation. The outcome evaluation should determine the extent the program has accomplished the stated goals.

***Provide a narrative response to each of the following:***

- A. Who will have overall responsibility for the performance measures?
- B. What resources (e.g. personnel, supplies, etc.) will be needed to evaluate the program? The funds dedicated to evaluation should be reflected in the budget.
- C. Describe the plan for evaluating the performance measures including timelines for collecting and analyzing data.
- D. How will the data indicated in Exhibit K be collected and who will collect it? How will the data be organized once it has been collected? What procedures will be put in place to

assure the quality of your data (e.g. training for data collectors, data collection forms, timeliness in administering tools)?

E. How will the data be analyzed and utilized?

### **Continuous Quality Improvement**

A. Describe the plan to use the results of your performance measures and evaluation to continuously improve the quality of the program throughout the duration of this grant.

B. Describe your sustainability plan to continue this project beyond the current funding period.

## **Program Specific Requirements**

The following restrictions and requirements shall apply to all applications:

- I. The Governor's Office for Children, Youth and Families shall be responsible for overall management of the STOP Violence Against Women Formula Grant Program. Awardees will be provided a contact name and number for staff responsible for management of this program. Program monitoring will be the responsibility of the Governor's Office for Children, Youth and Families and fiscal monitoring will be the responsibility of the Governor's Accounting Office.
- II. Keep a copy of this solicitation and your grant application. If awarded, the Subgrantee shall be bound to the services listed in the grant application and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.
- III. No construction costs are permitted.
- IV. The Subgrantee shall submit quarterly and annual progress narrative program reports. The reports shall be due and shall contain such information as deemed necessary by the Governor's Office for Children, Youth and Families. Failure to submit timely reports may result in suspension of reimbursement.
- V. The Subgrantee shall notify the Governor's Office for Children, Youth and Families in writing, **thirty (30) calendar days in advance**, of any changes in the program that will directly affect service delivery under the terms of the contract. No changes shall be implemented without the prior written approval of a formal contract amendment issued by the Governor's Office for Children, Youth and Families.
- VI. The Subgrantee shall be paid on a cost-reimbursement basis. The Subgrantee shall not request reimbursement until the cost has resulted in an actual cash expenditure. The Subgrantee may request reimbursement on either a monthly or quarterly basis for those items submitted and approved in the budget inclusively. **Subgrantee shall submit a final reimbursement request no more than forty-five (45) days after the contract end for expenses obligated prior to the date of contract termination.** All expenses must be paid prior to the final reimbursement request. Requests for reimbursement received later than forty-five (45) days after the contract termination will not be paid. **If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Governor's Office for Children, Youth and Families.**

VII. Financial reimbursements must be sent to:

Amanda Rios, Grant Auditor  
Governor's Accounting Office  
1700 West Washington, Suite 314  
Phoenix, Arizona 85007

VIII. Programmatic reports and requests for program and budget changes must be sent to:

Leah Meyers, Program Administrator  
Governor's Office for Children, Youth and Families  
1700 West Washington, Suite 101  
Phoenix, Arizona 85007

IX. Notwithstanding any other payment provision of this contract, failure of the Subgrantee to submit required reports when due, or failure to perform or deliver required work, supplies, or services, will result in the withholding of payment under this contract unless such failure arises due to causes beyond the control and without the fault of negligence of the Subgrantee.

X. Each successful applicant who is awarded \$25,000 or more must provide the following prior to a contract being executed: (a) Dun and Bradstreet Universal Numbering System (DUNS) number for the fiscal agent; and (b) proof of current registration in the Central Contractor Registration (CCR) database. Additionally, CCR registration must be maintained for the term of the contract. The DUNS website is located at <http://fedgov.dnb.com/webform>. The CCR registration information may be found at <https://www.bpn.gov/ccr/default.aspx>.

XI. An Applicant who takes exception to any portion of the solicitation must do so pursuant to the Uniform Instructions to Offeror. If the Applicant is taking exception to a section or sections of the Solicitation, the Applicant shall designate a section in the application entitled "Exceptions." Taking exception to the terms and conditions of the solicitation may result in an application receiving a lower evaluation score. Low evaluation scores may result in the application being determined not susceptible of award. Any exception to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the Governor's Office for Children, Youth, and Families and the State of Arizona.

XII. STOP Grant Match Requirement: Pursuant to federal statute, as amended in VAWA 2005, a grant made under the STOP Formula Grant Program may not cover more than 75% of the total costs of the project funded. No matching funds are required by tribes or victim service providers for victim service funds. However, if a tribe or victim service provider chose to provide match in their application, applicants will be held accountable for that match.

To augment the amount of resources available to the project from grant funds and to foster the dedication of state, local, and community resources to the purposes of the project. The costs of activities counted, as match must be directly related to the project goals and objectives. For example, if half of an advocate's time is supported with grant funds, that advocate must track all of his or her time to demonstrate that

50% of it was devoted to the grant funded project. In-kind match must be documented in the same manner as grant funded activities.

A 25% non-federal match is required **on the total program amount**, and the source must be documented. This match may be cash or in-kind services. Subgrantee projects, except tribal and victim service providers using victim services funding, are subject to the 25% match requirement.

In-kind services must be documented. Examples may include donations of expendable equipment, office supplies, workshop or classroom materials, work space or the monetary value of time contributed by professional and technical personnel and other skilled labor if the services they provide are an integral and necessary part of the funded project. The value placed on loaned or donated equipment may not exceed its fair rental value. The value placed on donated services must be consistent with the rate of compensation paid for similar work in the organization or the labor market. Fringe benefits may be included in the valuation. Volunteer services must be documented and to the extent feasible, supported by the same methods used by the recipient organization for its own employees. The value of donated space may not exceed the fair rental value of comparable space as established by independent appraisal of comparable space and facilities in a privately owned building in the same locality.

All funds designated as match are restricted to the same uses as the STOP Violence Against Women project funds and must be expended within the grant period. Applicants are contractually obligated to fulfill the agreed upon amount of match that is offered.

The 25% matching funds are calculated on the total project costs. A simple formula for calculating the required 25% is as follows:

Divide the federal funds you are requesting by 3. This provides the required match. Add the federal funds requested plus your match to equal the total project cost.

**Example 1:**     \$30,000 federal funds requested  
                       $\$30,000 \div 3 = \$10,000$  (required match)  
                       $\$30,000 + \$10,000 = \$40,000$  (total project cost)  
                       $\$40,000 \times 25\% = \$10,000$

**Example 2:**     \$100,000 grant with a 25% STOP match.  
                       $100\% - 25\% = 75\%$   
                       $\$100,000 / 75\% = \$133,333$  total project cost  
                       $\$133,333 - \$100,000 = \$33,333$  matching fund amount

- XIII. Subgrantees are prohibited from generating program income for projects supported by this STOP Grant.
- XIV. Grant funds must supplement and not supplant state, federal or local funds. Subgrantees shall identify the current sources of funding including federal and non-federal monies by completing a Disclosure Form (Exhibit D).
- XV. Therapy and/or counseling services (individual and/or group) shall be provided by a licensed and/or dating violence behavioral health service agency and licensed Masters



level behavioral health staff members who are experienced working with victims/survivors of sexual assault, domestic violence.

- XVI. Tribal governments are eligible to apply as subgrantees; however, Reservations that cross state lines may apply for only the proportionate share of their population residing within the boundaries of this state. Services and partnerships shall occur in Arizona with respect to Arizona organizations and entities.
- XVII. Reimbursement for attendance at any Office on Violence Against Women sponsored conferences shall generally be limited to your organization's written travel policies, but cannot exceed the federal rate for the geographic location of the conference. Any exception to this policy must be justified as cost effective and will require prior approval of the Governor's Office for Children, Youth and Families. Conference costs that exceed the federal and/or state rate and are incurred without prior justification and approval shall not be allowed.
- XVIII. Subgrantee agrees to use the federally approved consultant rate of not more than \$650 per day, for a full eight hour day. Any consultant/speaker charge in excess of this rate will require prior approval from the Office on Violence Against Women. Specific detailed justification must be requested through the Governor's Office for Children, Youth and Families and approved before obligation or expenditure of such funds.
- XIX. Subgrantee shall comply with the United States Department of Justice regulations governing Equal Employment Opportunity. Upon award of the grant, those subgrantees with 50 employees or more are required to file their Equal Employment Opportunity Plan (EEOP) or EEOP Short Form, with the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights within 60 days of award.
- XX. Subgrantee shall comply with the United States Department of Justice regulations governing research programs containing human subject testing with STOP Violence Against Women Grant funds.
- XXI. Subgrantee shall submit one (1) copy of all reports and proposed publications resulting from this agreement twenty (20) days before public release. Any publications (written, visual, or sound) whether published at the Subgrantee or government's expense shall contain the following statements:  
*This project was supported by subgrant No. \_\_\_\_\_ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women..*

## **Terms and Conditions**

- I. Term of Contract: The term of the contract shall commence January 1, 2012 and shall remain in effect until December 31, 2012 contingent upon final federal award, unless terminated, canceled or extended as otherwise provided herein. This is a twelve month contract with renewable options for two additional twelve month contracts, contingent upon the availability of funds. Consideration for renewal will also be based on results of program and fiscal monitoring.

- II. Documents Incorporated by Reference: The State of Arizona's Uniform Instructions to Offerors (Rev 8) and Uniform Terms and Conditions (Rev 8) are incorporated into this Contract as if fully set forth herein. Applicants are encouraged to obtain these documents. Applicants may obtain copies by visiting the Arizona State Procurement Office website at [http://spo.az.gov/Admin\\_Policy/SPM/Forms/default.asp](http://spo.az.gov/Admin_Policy/SPM/Forms/default.asp).
- III. Subgrantee Assurances: Subgrantee agrees to comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including administrative requirements with the use of this funding. The Governor's Office for Children, Youth and Families will provide the financial, programmatic and administrative guidelines and statutory program purposes for the STOP Violence Against Women Formula Grant Program funding, including guidelines for requirements of the Violence Against Women Act (VAWA), as amended. The Subgrantee agrees to comply with all lawful requirements imposed by the Grantor in the administration of these grant funds. General information on program guidance may be found at <http://www.ovw.usdoj.gov/grants-resource-guide.htm>. Program guidance is also provided in the "OVW STOP Frequently Asked Questions" located at [http://www.ovw.usdoj.gov/docs/FAQ\\_FINAL\\_nov\\_21\\_07.pdf](http://www.ovw.usdoj.gov/docs/FAQ_FINAL_nov_21_07.pdf) and the 2011 Financial Guide [http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO\\_2011FinancialGuide.pdf](http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2011FinancialGuide.pdf) provided by the Office of Justice Programs.
- IV. Funding: Requested funding must be submitted in an all-inclusive basis. The Governor's Office for Children, Youth and Families will only reimburse costs included on the Subgrantee's approved budget.
- V. Contract Renewal: The contract shall not bind nor purport to bind the Governor's Office for Children, Youth and Families for any contractual commitment in excess of the original contract period or amount. The Governor's Office for Children, Youth and Families shall have the right, at its sole option, to renew the contract.
- VI. Key Personnel: It is essential that the Subgrantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Subgrantee must assign specific individuals to the key programmatic and fiscal positions.
- VII. Multiple Awards: In order to ensure adequate coverage of the Governor's Office for Children, Youth and Families requirements, multiple awards may be made.
- VIII. Audit of Records: In accordance with A.R.S. §35-214 and §35-215, the Subgrantee shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State or Federal Government at reasonable times. Upon request, the Subgrantee shall produce the original of any or all such records. Copies shall be produced upon request.
- IX. Single Audit: In compliance with the Federal Single Audit Act (31 U.S.C. par., 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), grant sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position #6, organizations expending \$500,000 or more of Federal funds from all sources during the organization's fiscal year, must have an annual audit conducted in

accordance with OMB Circular #A-133, "Audits of States, Local Governments and Non-profit Organizations."

- If your organization is subject to the requirements of the A-133 Single Audit Act, then attach two copies of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs to the completed application.

OR

- If your organization is not subject to A-133, submit two copies of the most recently completed audit of financial statements, with the Management Letter, Findings and Questioned Costs.

OR

- If your organization does not have a recently completed audit, attach the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

- X. Monitoring Requirements: Subgrantee acknowledges that requirements may change as governmental regulations change and assures that it will comply with applicable reporting and operational requirements related to the programmatic and financial performance of this grant.
- XI. Audit Trails: Subgrantee shall maintain proper audit trails for all reports related to this contract. The Governor's Office for Children, Youth and Families reserves the right to review all program records, including fiscal and programmatic records.
- XII. Fund Management: The Subgrantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources. Subgrantee must manage funds according to applicable federal regulations for administrative requirements, cost principles and audits.

The Subgrantee must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- a. Financial Management
- b. Procurement
- c. Personnel
- d. Property
- e. Travel

A system is adequate if it is: 1) **written**; 2) **consistently followed** – it applies in all similar circumstances; and 3) **consistently applied** – it applies to all sources of funds. The Governor's Office for Children, Youth and Families reserves the right to review all business systems policies.

- XIII. Non-Discrimination/Civil Rights: All parties to this agreement agree to comply with Title VII of the Civil Rights Act of 1964, as amended and State Executive Order No. 09-09, which mandates that all persons, regardless of race, religion, color, age, sex, or national origin shall have equal access to employment opportunities. All parties shall comply with federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. All parties shall comply with all applicable federal regulations regarding equal employment

opportunity and relevant orders issued by the U.S. Secretary of Labor. Subgrantee agrees to comply, and will require any subcontractor(s) to comply with any Federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (42 U.S.C. §3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000d); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

In accordance with A.R.S. §41-1461 et seq., Subgrantee shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Subgrantee shall comply with the Americans with Disabilities Act.

- XIV. Compliance With Applicable Laws: All parties to this agreement shall comply with all applicable federal, state and local laws.
- XV. Licenses: Subgrantee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Subgrantee.
- XVI. Amendments: Any change in the contract, including changes to the scope of work and/or material budget changes described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Subgrantee and the Governor's Office for Children, Youth and Families. The Governor's Office for Children, Youth and Families may approve or reject any request for an amendment, when necessary. Any such amendment shall specify an effective date, any increases or decreases in the amount of the Subgrantee's compensation, if applicable, and entitled as an "Amendment" and signed by the parties identified in the preceding sentence. The Subgrantee expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.
- XVII. Availability of Funds for the Next Fiscal Year: In accordance with A.R.S. §35-154, every payment obligation of the State under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subgrantee in support of this Agreement. The Governor's Office for Children, Youth and Families obligation for performance of this contract beyond this fiscal year is contingent upon the

availability of funds from which payment for contract purposes can be made and based on program performance.

- XVIII. Subcontractors: The Subgrantee agrees and understands that no subcontract which the Subgrantee enters into with respect to performance under this contract shall in any way relieve the Subgrantee of any responsibility for performance of its duties. Notwithstanding anything to the contrary contained in this Agreement, the Subgrantee is not an employee or agent of the Governor's Office for Children, Youth and Families. In the event the Subgrantee elects to retain a subcontractor, the Subgrantee hereby agrees to hold harmless, indemnify and defend the Governor's Office for Children, Youth and Families, the State of Arizona, their officers, agents, employees, successors and assigns for any payment, loss, claim or liability including but not limited to, attorney fees associated with any subcontract entered into by the Subgrantee. **It is highly recommended by the Governor's Office for Children, Youth and Families that a Memorandum of Understanding or some other type of contract is in place between the Subgrantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, so as to avoid any misunderstanding between both parties.**
- XIX. Paragraph Headings: The descriptive headings of this Contract are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this Contract.
- XX. No Waiver: Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- XXI. Force Majeure: If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of god, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.
- XXII. Offshore Performance of Work Prohibited: Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Applicants shall declare all anticipated offshore services in the application.
- XXIII. Arbitration: In accordance with A.R.S. §12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes (Title 41).
- XXIV. Partial Invalidity: Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise

invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

- XXV. **Governing Law:** This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.
- XXVI. **Authority to Execute this Contract:** Each individual executing this Contract on behalf of the Subgrantee represents and warrants that he or she is duly authorized to execute this Contract.
- XXVII. **Entire Contract:** This Contract and its Exhibits/Attachments constitute the entire Contract between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Terms and Conditions, Section XVI, Amendments of this Contract; provided, however, that the Governor's Office for Children, Youth and Families shall have the right to immediately amend this Contract so that it complies with any new legislation, laws, ordinances, or rules affecting this Contract. The Subgrantee agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous agreements, representations, and understandings of the parties, oral or written, pertaining to the subject matter hereof, are hereby superseded or merged herein.
- XXVIII. **Assignment and Delegation:** Subgrantee may not assign any rights hereunder without the express, prior written consent of both parties.
- XXIX. **Indemnification:** Subgrantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Subgrantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Subgrantee from and against any and all claims. It is agreed that Subgrantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Subgrantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Subgrantee for the State of Arizona.
- XXX. **Public Agency Language Only - Indemnification:** Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims

which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

In addition, the other governmental entity shall cause its contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other governmental entity's contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

- XXXI. Insurance Requirements: The Subgrantee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Subgrantee, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Subgrantee from liabilities that might arise out of the performance of the work under this contract by the Subgrantee, its agents, representatives, employees or subcontractors, and Subgrantee is free to purchase additional insurance.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Subgrantee shall provide coverage with limits of liability not less than those stated below. Within ten (10) business days following notification of award, certificates of insurance must be submitted to the Governor's Office for Children, Youth and Families, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to the contract.

##### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000

- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

## **2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Subgrantee, involving automobiles owned, leased, hired or borrowed by the Subgrantee".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.

## **3. Worker's Compensation and Employers' Liability**

Workers' Compensation

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Subgrantee.
- b. This requirement shall not apply to: Separately, EACH Subgrantee or subcontractor exempt under A.R.S. §23-901, AND when such Subgrantee or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.



#### **4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Subgrantee warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

#### **B. ADDITIONAL INSURANCE REQUIREMENTS**

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Subgrantee, even if those limits of liability are in excess of those required by this Contract.
2. The Subgrantee's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Subgrantee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

#### **C. NOTICE OF CANCELLATION**

With the exception of ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 West Washington, Suite 101, Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

#### **D. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subgrantee from potential insurer insolvency.

#### **E. VERIFICATION OF COVERAGE**

Subgrantee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(Governor's Office for Children, Youth & Families, Sarah Bean, Procurement Manager, 1700 West Washington, Suite 101, Phoenix, AZ 85007)**. The Governor's Office for Children, Youth and Families project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

#### **F. SUBCONTRACTORS**

Subgrantees' certificate(s) shall include all subcontractors as insureds under its policies or Subgrantee shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### **G. APPROVAL**

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

#### **H. EXCEPTIONS**

**In the event the Subgrantee or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Subgrantee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.**

- XXXII. Confidentiality of Records: Subgrantee shall establish and maintain procedures and controls that are acceptable to the Governor's Office for Children, Youth and Families for the purpose of assuring that no information contained in its records or obtained from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the Governor's Office for Children, Youth and Families. The Subgrantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Subgrantee as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State.
- XXXIII. Confidential Information: If a person believes that any portion of a proposal, bid, offer, application, specification, protest or correspondence contains information that should be withheld, then the Procurement Manager for the Governor's Office for Children, Youth and Families shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and

provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in A.R.S. §41-2611 through §41-2616.

XXXIV. Cancellation: The Governor's Office for Children, Youth and Families reserves the right to cancel the whole or any part of the contract due to failure of the Subgrantee to carry out any term, promise, or condition of the contract. The Governor's Office for Children, Youth and Families will issue a written ten (10) day notice of default to the Subgrantee for acting or failing to act as in any of the following:

- The Subgrantee provides personnel that do not meet the requirements of the contract.
- The Subgrantee fails to perform adequately the services required in the contract.
- The Subgrantee attempts to impose on the Governor's Office for Children, Youth and Families, personnel that are of an unacceptable quality.
- The Subgrantee fails to furnish the required product within the time stipulated in the contract.
- The Subgrantee fails to make progress in the performance of the requirements of the contract and/or gives the Governor's Office for Children, Youth and Families a positive indication that the Subgrantee will not or cannot perform to the requirements of the contract.

If the Subgrantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, The Governor's Office for Children, Youth and Families may cancel the contract. If the Governor's Office for Children, Youth and Families cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

XXXV. Cancellation for Conflict of Interest: In accordance with A.R.S. §38-511, the Governor's Office for Children, Youth and Families may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the contract. Such cancellation shall be effective when the parties to the Contract receive written notice from the Governor's Office for Children, Youth and Families, unless the notice specifies a later time.

XXXVI. Termination: The Procurement Manager for the Governor's Office for Children, Youth and Families reserves the right to terminate the contract at any time, for the convenience of the Governor's Office for Children, Youth and Families, without penalty or recourse, by giving written notice to the Subgrantee at least thirty (30) days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Governor's Office for Children, Youth and Families, become property of the State of Arizona. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

XXXVII. Suspension or Debarment Status: If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant

must include a letter with its application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. The Governor's Office for Children, Youth and Families also may exercise any other remedy available by law.

XXXVIII. Suspension or Debarment Certification: By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The Governor's Office for Children, Youth and Families also may exercise any other remedy available by law.

XXXIX. Restrictions on Lobbying: The Subgrantee shall not use these funds to pay for, influence, or seek to influence any officer or employee of the State of Arizona or the federal government if that action may have an impact, of any nature, on this agreement.

XL. Fingerprinting: The provisions of A.R.S. §46-141 are hereby incorporated as provisions of this contract as they pertain to any new personnel not already covered by this requirement. When applicable, the Subgrantee shall assume the costs of fingerprint checks and may charge these costs to fingerprint its personnel. The department may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.

Personnel who are employed by any Subgrantee, whether paid or not, and who are required or allowed to provide services directly to juveniles shall certify on forms provided by the Department of Public Safety and notarized whether they have ever committed any act of sexual abuse of a child, including sexual exploitation and commercial sexual exploitation, or any act of child abuse. This contract may be canceled or terminated if the fingerprint check or the certified form of any person who is employed by a Subgrantee, whether paid or not, and who is required or allowed to provide services directly to juveniles discloses that a person has committed any act of sexual abuses of a child, including sexual exploitation or commercial sexual exploitation, or any act of child abuse or that the person has been convicted of or awaiting trial on any of the following criminal offenses in this state or similar offenses in another state or jurisdiction.

XLI. Sectarian Requests: Funds may not be expended for any sectarian purpose or activity, including sectarian worship or instruction.

XLII. Ownership of Information: The Governor's Office for Children, Youth and Families reserves the right to review and approve any publications funded or partially funded through this contract. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the State of Arizona. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else.

- XLIII. All publications funded or partially funded through this contract shall recognize the Office on Violence Against Women, U.S. Department of Justice and the Governor's Office for Children, Youth and Families as the funding source.
- XLIV. Counterparts: This Contract may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Contract.
- XLV. Federal Immigration And Nationality Act: The Subgrantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Subgrantee shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of the Subgrantee and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Subgrantee and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension and/or debarment of the Subgrantee.
- XLVI. E-Verify Requirements: To the extent applicable under A.R.S. §41-4401, the Subgrantee and its subcontractors warrant compliance with all federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. §23-214, Subsection A. The Subgrantee shall require all subcontractors to abide by this provision during the term of the Contract.

## **Exhibits and Attachments:**

- Exhibit A: Checklist
  - Exhibit B: Funds Requested Page
  - Exhibit C: Line Item Budget - Sample
  - Exhibit D: Budget Narrative - Sample
  - Exhibit E: Disclosure of Other Funding Sources
  - Exhibit F: Staff Overview
  - Exhibit G: GOCYF Standard Data Collection Form
  - Exhibit H: GOCYF Financial Systems Survey
  - Exhibit I: Assurances for Non-Construction Programs
  - Exhibit J: Civil Rights Compliance Checklist
  - Exhibit K: Goals and Performance Measures
  - Exhibit L: Implementation Plan
- 
- Attachment A: Overarching Definitions and Grant Conditions for VAWA 2005
  - Attachment B: Website Link for Domestic Violence Standards Document
  - Attachment C: Certificate of Insurance - Sample

## **EXHIBIT A**

### **Checklist**

The STOP Violence Against Women Formula Grant  
RFGA No. ST-WSG-12-2366-00

Name of Organization: \_\_\_\_\_

**Applications missing exhibits, solicitation amendments, financial documents, and any stated requirements presented in this RFGA shall be deemed non-responsive. Non-responsive applications are not susceptible for award and shall not be evaluated.**

#### **Checklist:**

Use the following list to make sure your Grant Application for the STOP Violence Against Woman Formula Grant is complete and meets the requirements specified in this request for grant applications:

- ☐ **One (1) original document marked “ORIGINAL”, and seven (7) additional copies.**
- ☐ Page numbers are included on all pages, in sequence.
- ☐ Applications should be in twelve point font or larger, single-spaced, with one inch margins or wider and single sided, NOT duplexed.
- ☐ All documents requiring signatures should have **ORIGINAL** signatures.
- ☐ Do **NOT** bind your application in spiral binders or in 3-ring notebooks. Please submit your applications either stapled in the upper left-hand corner or use a binder clip.
- ☐ When submitting your application, ensure your organization name and the Request for Grant Application Number **ST-WSG-12-2366-00** is **CLEARLY** marked on the outside of the **SEALED** envelope/package.
- ☐ All applications are date stamped by the time clock in the Governor's Office for Children, Youth and Families, 1700 W. Washington, Suite 101, Phoenix, AZ 85007.
  - It is the responsibility of each applicant to ensure their application is delivered to the Governor's Office for Children, Youth, and Families **by the due date and time**. Allow for such contingencies as heavy traffic, weather, directions, parking, security, etc. Verify that your express delivery service provider delivers packages directly into Suite 101.
  - Applicants are cautioned not to rely on next day U.S. Postal mail services. Mail sent to the Governor's Office for Children, Youth and Families is filtered through the Arizona Department of Administration. The GOCYF is not responsible for packages delivered to locations other than the Governor's Office for Children, Youth and Families, 1700 W. Washington, Suite 101, Phoenix, AZ 85007.
- ☐ Completed and signed Offer and Acceptance Form (SPO form 203).
- ☐ Solicitation Amendment(s), signed and submitted, if issued.
- ☐ Checklist, signed and attached, Exhibit A.
- ☐ Table of contents with page numbers referenced.
- ☐ Project Executive Summary.
- ☐ Program Narrative (section #2, 4, 5, 7 and 8).
- ☐ Funds Requested Page, completed, signed and attached, Exhibit B.
- ☐ Line Item Budget, completed, signed and attached. Sample included in Exhibit C.

- ☐ Budget Narrative for requested amount completed and signed, and attached, Exhibit D.
- ☐ Disclosure of Other Funding Sources, completed and signed, and attached, Exhibit E.
- ☐ Staff Overview, completed and attached, Exhibit F. Resumes and/or job descriptions and Organization Chart attached.
- ☐ Standard Data Collection Form, completed and attached, Exhibit G.
- ☐ Financial Systems Survey, completed and attached, Exhibit H.
- ☐ Assurances for Non-Construction Programs, signed and attached, Exhibit I.
- ☐ Civil Rights Compliance Checklist, completed and attached, Exhibit J
- ☐ Goals and Performance Measures, completed and attached, Exhibit K.
- ☐ Implementation Plan, completed and attached, Exhibit L.
- ☐ Memorandum of Understanding (MOU) and/or Letter of Participation.
- ☐ Confidentiality Policy or statement detailing progress and content under development.
- ☐ Proof of current registration in the Central Contractor Registration database.
- ☐ Submit your most recent IRS 501(c)(3) tax exempt letter, if your organization is a non-profit.
- ☐ If your organization is subject to the requirements of the A-133 Single Audit Act, submit two copies of your organization's most recently completed A-133 Single Audit with the Management Letter, Findings and Questioned Costs.

OR:

- ☐ If your organization is not subject to A-133, submit two copies of the most recently completed audited financial statements with the Management Letter, Findings and Questioned Costs.

OR:

- ☐ If your organization does not have a recently completed audit, attach the most recently prepared financial statements including a Balance Sheet, Income Statement, and Statement of Cash Flows along with a description of the source of the documents.

---

The point of contact concerning this application is referenced on the Offer and Acceptance Form.

\_\_\_\_\_  
Signature by the Point of Contact for Application

Job Title \_\_\_\_\_

**GOCYF Staff Use Only**

Name: \_\_\_\_\_ Date \_\_\_\_\_

Job Title \_\_\_\_\_



## **EXHIBIT B**

### **Funds Requested Page**

1. The offeror must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for STOP Violence Against Women Formula Grant Program. Each organization can apply for ONLY ONE program area.

\$\_\_\_\_\_ Program Area 1: Law Enforcement

\$\_\_\_\_\_ Program Area 2: Prosecution

\$\_\_\_\_\_ Program Area 3: Courts

\$\_\_\_\_\_ Program Area 4: Victim Services

2. Are you submitting this application for your proposed program as a faith-based organization?

☐ YES      ☐ NO

3. Each organization applying to the STOP Violence Against Women Formula Grant Program can apply for ONLY ONE category.

☐ RURAL      ☐ TRIBAL      ☐ URBAN/COUNTY/STATEWIDE

4. What is the target population for your proposed program?

TARGET POPULATION:\_\_\_\_\_

5. If providing direct services or training, what number of participants will be served through this program?

NUMBER TO BE SERVED:\_\_\_\_\_

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Job Title \_\_\_\_\_

## **EXHIBIT C**

### **SAMPLE Line Item Budget**

This exhibit is provided as an example only. While you must use this format, you may reproduce it with Word Processing or Spreadsheet software. Limit your budget line items to the following categories: Personnel, Fringe Benefits, Contracted/Professional Services, Travel (In-State/Out of State), Pass-Thru, Other Operating Expenses and Administrative/Indirect Costs. **Please round budget category totals to the nearest dollar.**

**Budget period: January 1, 2012 – December 31, 2012**

<b>Budget Category</b>	<b>Line Item</b>	<b>Requested Funds</b>	<b>** Matching Funds/ Source</b>	<b>Total Cost</b>
<b>Personnel and Fringe Benefits</b>				
Personnel	Project Director, Bob Williams, 75%, 12 months	\$33,000		\$33,000
	Project Director, Bob Williams, 25%, 12 months		\$11,000 (XYZ City)	\$11,000
Fringe Benefits	Agency Rate (18%)- Budget narrative should provide more detailed accounting of how this rate was determined for the agency. (Rounded)	\$5,900	\$2,000 (XYZ City)	\$5,900 \$2,000
<b>Contracted Services/Professional Services</b>				
Contract services	Program Evaluation – contractual data entry services (GHJ Evaluation, Inc.)	\$1,000		\$1,000
<b>Travel</b>				
	Project staff to attend program related training (300 miles x 44.5 cents per mile x 1 staff person) (Rounded)	\$130		\$130
<b>Pass Through</b>				
Subgrants	Stipends for school personnel 1 person - .10 FTE	\$1,000		\$1,000
<b>Supplies and Other Operating</b>				
	Postage (\$100/month x 12 months for monthly flier)	\$1,200		\$1,200
	Telephone for Bob Williams (\$90/month x 12 months)		\$1,080 (XYZ City)	\$1,080
<b>Administrative/Indirect Costs</b>				
	Please see narrative.			
<b>Total</b>		<b>\$42,230</b>	<b>\$14,080</b>	<b>\$56,310</b>

**\*As shown, a line item budget justification for each component MUST be included in the application that describes the procedure for determining the cost of budget categories. Detail in the line item budget narrative strengthens applications. See the following page for budget narrative format.**

\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Date

## **EXHIBIT D**

### **SAMPLE Budget Narrative**

The purpose of the budget narrative is to provide greater detail on the **budget line items for requested funds and matching funds/source**. The budget narrative should explain the criteria used to compute the budget figures on the budget form. Please verify that the narrative and budget form correspond and the calculations and totals are accurate.

**Personnel:** Include information such as position title(s), name of employee (if known), annual salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. If you need additional fiscal personnel to manage this grant, include those costs also. Provide the calculation used to determine the requested funding amount for each individual (i.e. Bob Williams \$45000 Annual Salary x .75 FTE = \$33,750).

All organizations that receive Federal funds are required to maintain appropriate documentation to support salaries and wages per the 2 CFRs (Personal Activity Reports, Time and Effort Reports, Certifications, etc.). All organizations will be monitored to assure compliance with this requirement. Please review the appropriate 2 CFR for your organization.

**Fringe Benefits:** Provide a list of the fringe benefit costs and their respective percent of salary (See example below). Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined.

Example list:

Fringe Benefit	Percent of Salary
Payroll Tax	.094
Worker's Comp	.020
Medical and Dental Insurance	.066
Total Fringe Benefit Rate	.18

**Contracted Services/Professional Services:** If contracted services/professional services are proposed in the budget, define how the costs for these services were determined and provide justification for the services related to the project. This category includes Evaluation Services. Information for Evaluation Professional Services should include who will be performing the evaluation, the type of work to be performed, and a listing of all applicable rates. Provide the units x rate calculation to show how the requested funding amount was determined (i.e. 20 Hours x \$50/hr = \$1,000). Explain how all contracts will be procured. The Subgrantee will be required to submit a copy of the executed contract before any related costs will be reimbursed.

**Travel:** Travel costs are according to the Applicant's written policy. Include a detailed breakdown of the travel costs (i.e. lodging, mileage, per diem, etc.) Indicate the location(s) of travel, the justification for travel as it relates to the program, and how many employees will attend.

**Pass Through/Subgrants:** In the event that this application represents a collaboration and the Applicant will be utilizing other Subgrantees to perform various components of the program, include the Subgrantee name, the work the Subgrantee will perform, the dollar limit of the subgrant and how it was determined, and the term of the subgrant). Also include monitoring policies that will be utilized to assure compliance.

**Supplies and Operating Expenses:** List the supplies and other operating expenses and justify the need for the items. Identify the monthly cost for re-occurring expenses (i.e. rent, utilities, general office supplies, printing, etc.) If building rent is requested, please indicate the method used to allocate the appropriate amount of rent to the program. Provide the item cost for infrequent purchases (i.e. telephone unit, registration fee, training cost, etc.). All purchases should be made according to the Applicant's written procurement policy, which at a minimum must contain the federal procurement guidelines for federal grants.

**Administrative/Indirect Costs:** Administrative costs are the general or centralized expenses necessary for the overall administration of an organization. Administrative costs do not include particular project costs. For organizations that have an established federally approved indirect cost rate for Federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in the Office of Management and Budget Circulars 2 CFR 220, 2 CFR 225, and 2 CFR 230.

For the purposes of this grant, Subgrantees may be permitted an allocation for administrative costs under one of the following:

**Scenario A: Administrative Costs:** If the Applicant does not have a federally approved indirect cost rate, the Applicant may include an allocation for administrative costs for up to 10% of the total direct funds requested.

Provide a list of the Applicant's requested administrative costs items and the corresponding cost of each item. Also, include a copy of the written allocation policy for these costs.

**Scenario B: Federally Approved Indirect Costs:** If the Applicant has a federally approved indirect cost rate agreement in place, the Applicant may include an allocation for indirect costs for up to 10% of the total direct funds requested. Applicants must provide a copy of their federally approved indirect cost rate agreement.

Indirect costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Authorized Signature\_\_\_\_\_ Date\_\_\_\_\_

Job Title\_\_\_\_\_

## **EXHIBIT E**

### **Disclosure of Other Funding Sources**

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding **for the proposed program\***. Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

<b>Type of Funding (Federal, State, local, other)</b>	<b>Received From</b>	<b>Amount</b>	<b>✓ If used for match on this grant</b>	<b>End Date (If Applicable)</b>
<b>TOTAL:</b>				

**\*This table should include only those funds that will support the program detailed in this application.**

Authorized Signature\_\_\_\_\_ Date\_\_\_\_\_

Job Title\_\_\_\_\_

## **EXHIBIT F**

### **Staff Overview**

The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

**In addition to this overview, please attach a resume (for current personnel) or a job description (for positions to be hired) for the key individuals involved in the project.**

<b>STAFF MEMBER</b>	<b>BACKGROUND AND EXPERTISE OF PERSONNEL</b>
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	
Name:  Title:  What percent of time will be spent on this project:	

## **EXHIBIT G**

### **Governor's Office for Children, Youth and Families Standard Data Collection Form for the Grant Management Information System (GIMS)**

#### **A. Fiscal Agency Information:**

Agency Name _____	Contact Person _____
Address _____	Position _____
Address _____	Email _____
City, State, Zip _____	Phone _____ x _____ Fax _____
County _____	
Contract Signer _____	Position _____
Address _____	Email _____
Address _____	Phone _____ x _____ Fax _____
City, State, Zip _____	County _____
Employer Identification Number: _____	DUNS Number: _____
Agency Classification:    _____ State Agency    _____ County Government    _____ Local Government    _____ Schools    _____ Tribal _____ Faith Based    _____ Non-Profit    _____ Other    _____	

Have you previously conducted business with the State using this EIN:    **Y**    **N**.    If **NO**, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your application.    <http://www.gao.state.az.us/onlineforms>

In which Congressional (Federal) District is your agency?    Enter District #    \_\_\_\_\_  
<http://www.azredistricting.org> (click on Final Maps)

In which Legislative (State) District is your agency?    Enter District #    \_\_\_\_\_  
<http://www.azredistricting.org> (click on Final Maps)

Approximately how much FEDERAL funding will your organization expend in your current fiscal year? \$ \_\_\_\_\_

What is your organization's fiscal year-end date? \_\_\_\_\_

Accounting Method:    \_\_\_\_\_ Cash    \_\_\_\_\_ Accrual    \_\_\_\_\_ Modified

Is your organization subject to the requirements of an annual independent audit in accordance with OMB Circular A-133?    **Y**    **N**

Please provide contact information of the audit firm conducting your audit:

Agency \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**B. Program Agency Information:**

Agency Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

Position \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ x \_\_\_\_\_ Fax \_\_\_\_\_

County \_\_\_\_\_

**B. Proposed Program Information / Description:**

Amount requesting: \_\_\_\_\_

Service area of proposed program: \_\_\_\_\_

Target population of proposed program: \_\_\_\_\_

Number of participants to be served: \_\_\_\_\_

Please provide a **brief** description of the **proposed program** in 1 or 2 paragraphs.



## **FFATA (Federal Funding Accountability and Transparency Act) Reporting Requirements**

**This section must be completed for any awards greater than or equal to \$25,000**

Name of Entity Receiving Award

Amount of Award

Funding Agency

CFDA number

Award Title

Location: City  State  Congressional District

DUNS number

1) Is 80% or more of annual gross revenues from Federal awards? Yes ☐ No ☐

2) Do you receive \$25 million or more annually from Federal awards? Yes ☐ No ☐

**If you answered Yes to both questions, you must provide the following:**

Names and Total Compensation of Top Five paid executives:

1#:	Name <input type="text"/>	Total Compensation	<input type="text"/>
2#:	Name <input type="text"/>	Total Compensation	<input type="text"/>
3#:	Name <input type="text"/>	Total Compensation	<input type="text"/>
4#:	Name <input type="text"/>	Total Compensation	<input type="text"/>
5#:	Name <input type="text"/>	Total Compensation	<input type="text"/>

**EXHIBIT H**  
**Governor's Office for Children, Youth and Families**  
**Financial Systems Survey**

Name of Applicant: \_\_\_\_\_

**Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.**

As stewards of federal and state funds, the Governor's Office for Children, Youth and Families awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

**A. GENERAL INFORMATION**

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <input type="radio"/> NO
2. Is your organization subject to the requirements of the A-133 Single Audit Act? If yes, please <b>attach</b> a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization is not subject to the A-133, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please <b>attach</b> a complete copy of the most recent audited, reviewed or compiled financial statements. If no, please attach a copy of the most recently prepared financial statements including a balance sheet, income statement, statement of cash flows and a description of the source of the documents.	<input type="radio"/> YES <input type="radio"/> NO
4. Please <b>attach</b> a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted	
5. Has your organization received funding from the Governor's Office for Children, Youth and Families within the past two years? If yes, specify the grant contract numbers: _____ _____ _____ _____	<input type="radio"/> YES <input type="radio"/> NO
6. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A
7. If you answered YES to question #6, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other. Specify: _____	
8. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

## **B. FUNDS MANAGEMENT**

1. Which of the following describes your organization's accounting system?	<ul style="list-style-type: none"><li>○ Manual</li><li>○ Automated</li><li>○ Combination</li></ul>
2. How frequently do you post to the General Ledger?	<ul style="list-style-type: none"><li>○ Daily</li><li>○ Weekly</li><li>○ Monthly</li><li>○ Other</li></ul>
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
7. How does your organization plan to charge common/indirect costs to this grant? <b>NOTE:</b> Those organizations using an indirect cost plan/rate need to <b>attach</b> a copy of the methodology and calculations in determining the rate.	<ul style="list-style-type: none"><li>○ Direct Charges</li><li>○ Utilizing an Indirect Cost Allocation Plan or Rate</li></ul>

## **C. INTERNAL CONTROLS**

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
3. Are all accounting entries and payments supported by source documentation?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
4. Are cash or in-kind matching funds supported by source documentation?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
5. Are employee time sheets supported by appropriately approved/signed documents?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>

## **D. PROCUREMENT**

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
3. Does the organization complete some level of cost or price analysis for every major purchase?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
4. Does the organization maintain a system of contract administration to ensure Subgrantee conformance with the terms and conditions of each contract?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>
5. Does the organization maintain written procurement policies and procedures?	<ul style="list-style-type: none"><li>○ YES</li><li>○ NO</li></ul>

**E. CONTACT INFORMATION**

Please indicate the following information. In the event that the Governor's Office for Children, Youth and Families has questions about this survey, this individual will be contacted.

Prepared By: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone/Fax/Email: \_\_\_\_\_

**F. CERTIFICATION**

I certify that this report is complete and accurate, and that the Subgrantee has accepted the responsibility of maintaining the financial systems.

\_\_\_\_\_  
Signature

**G. COMMENT AND ATTACHMENTS**

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.

Number of Attachments (please number each attachment): \_\_\_\_\_

COMMENTS:

## **EXHIBIT I**

### **ASSURANCES for NON-CONSTRUCTION PROGRAMS**

OMB Approval No 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

**NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.**

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. §2000d), and the Department of Justice implementing regulations at 28 C.F.R. Part 42, Subpart C; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), and the Department of Justice implementing regulations at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex in educational programs; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and disability in the delivery of services and employment practices (29 U.S.C. §794), and the Department of Justice implementation regulations at 28 C.F.R. Part 42, Subpart G; (d) Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. §12132), and the Department of Justice implementing regulations at 28 C.F.R. Part 35; (e) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107) and the Department of Justice implementing regulations at 28 C.F.R. Part 42, Subpart I, which prohibit discrimination on the basis of age in the delivery of services; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to the nondiscrimination in the sale, rental or financing or housing; (j) the DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using Department of Justice funding on inherently religious activities (28 C.F.R. Part 38); (k) the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. §3789d(c)(1)), and the Department of Justice implementing regulations at 28 C.F.R. Part 42, Subpart D; (l) the confidentiality requirements of 42 U.S.C. §3789g and the Department of Justice implementing regulations at 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of the Department of Justice implementing regulations at 28 C.F.R. Part 22 and, in particular, §22.23; and (m) the requirements of the Department of Justice implementing regulations at 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board Approval, if appropriate, and subject informed consent; (n) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (o) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of

persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276C and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air ) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

## EXHIBIT J

### Civil Rights Compliance Checklist

Requirement	Yes	N/A	No	Comments
An Equal Employment Opportunity Plan in accordance with 28 C.F.R §§42.301-.308 on file	<input type="checkbox"/>		<input type="checkbox"/>	<i>Date prepared</i>
EEOP short form submitted to OCR, DOP and DOJ if required	<input type="checkbox"/>		<input type="checkbox"/>	<i>Date submitted</i>
Certification form to OCR for partial or complete exemption from EEOP submitted	<input type="checkbox"/>		<input type="checkbox"/>	<i>Date submitted</i>
Agency notifies participants of non-discrimination on basis of race, color, national origin, religion, sex, disability and age	<input type="checkbox"/>		<input type="checkbox"/>	<i>Method of notification</i>
Agency notifies employees of non-discrimination on basis of race, color, national origin, religion, sex, disability and age	<input type="checkbox"/>		<input type="checkbox"/>	<i>Method of notification</i>
Written policies/procedures for filing discrimination complaints with GOCYF or OCR are in place	<input type="checkbox"/>		<input type="checkbox"/>	<i>Provide a copy if available</i>
Does the agency have 50 or more employees and receive more than \$25,000?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a and b</i>
a. Grievance procedures implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G has been adopted	<input type="checkbox"/>		<input type="checkbox"/>	
b. Prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G Compliance Coordinator has been designated	<input type="checkbox"/>		<input type="checkbox"/>	
Is the agency operating an education program or activity?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a, b, and c</i>
a. Procedures for prompt and equitable resolution of Title IX of the Education Amendments of 1972, found at 28 C.F.R, Part 54 have been adopted (discrimination on the basis of sex)	<input type="checkbox"/>		<input type="checkbox"/>	

b. Compliance coordinator with prohibitions against sex discrimination contained in 28 C.F.R., Part 54 has been designated	<input type="checkbox"/>		<input type="checkbox"/>	
c. Notifies applicants for admission and employment, students, and parents of non-discrimination on the basis of sex in its educational programs or activities	<input type="checkbox"/>		<input type="checkbox"/>	
Has the agency received any findings of discrimination by a federal or state court, or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex in the past?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a</i>
a. Did the agency comply with requirement to submit findings to the OCR?	<input type="checkbox"/>		<input type="checkbox"/>	
Has the agency taken steps to provide access to programs/activities to those with limited English proficiency?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a</i>
a. Have written policies and procedures on providing language access services been developed?	<input type="checkbox"/>		<input type="checkbox"/>	
Does the agency provide training for employees on requirements under federal civil rights laws?	<input type="checkbox"/>		<input type="checkbox"/>	
Does the agency conduct religious activities?	<input type="checkbox"/>		<input type="checkbox"/>	<i>If YES, complete a, b, c and d</i>
a. Are religious services provided to everyone regardless of religion or religious belief?	<input type="checkbox"/>		<input type="checkbox"/>	
b. Are federal funds used to conduct inherently religious activities?	<input type="checkbox"/>		<input type="checkbox"/>	
c. Are inherently religious activities kept separate in time or place from federally-funded activities?	<input type="checkbox"/>		<input type="checkbox"/>	



## **EXHIBIT K**

### **Goals and Performance Measures (with samples provided)**

In the table below, state the goal(s) that will address the identified problem/need. Modify the number of goals as needed.

Goal 1	Improve law enforcement response to stalking.
Goal 2	Increase awareness about stalking in the community.
Goal 3	Provide support and information to stalking victims.

The selected performance measures must demonstrate results of the STOP project.

<b>ACTIVITY/ STRATEGY</b>	<b>GOAL # (Goal must be listed in above table)</b>	<b>PERFORMANCE MEASURE/TASKS AND QUANTITY</b>	<b>OBJECTIVE</b>	<b>TIME FRAME</b>	<b>AS MEASURED BY</b>
<i>Example: Activity 1: Training about Stalking in Arizona</i>	<b>1</b>	<i>8 training events (number of trainings and/or hours) provided to law enforcement</i>	<i>Increase knowledge about stalking laws and policies</i>	<i>March 1 2012 – December 15, 2012</i>	<i>Sign-in Sheets Completed Evaluations Pre and Post Tests</i>
	<b>2</b>	<i>12 trainings (number of trainings and/or hours) provided to community stakeholders</i>	<i>Increase knowledge about stalking laws, policies and resources</i>	<i>June 1 2012 – December 15, 2012</i>	<i>Sign-in Sheets Completed Evaluations Pre and Post Tests</i>
<b>Activity 2: Provide advocacy to stalking victims</b>	<b>3</b>	<i>45 or 75% (number and percent) of victims that know how to plan for their continued safety.</i>	<i>Increase knowledge about how to safety plan and resources available</i>	<i>January 1, 2012 – December 31, 2012</i>	<i>Victim contact entries in database Or Completed survey from Victim</i>

## EXHIBIT L

### Implementation Plan

The following form may be reproduced with word processing software or another form may be created that contains all the information requested. Sequentially list the key tasks and activities needed to implement the strategies/approaches including timelines and responsibilities as they relate to the achievement of the task. In the final column, list how the effectiveness of the implementation will be measured (e.g. number of participants attending/completing, participant satisfaction, adequacy of resources, timely completion of activities, etc.)

**Note:** In addition to listing activities necessary to implementing the strategies/approaches or proven program, include the activities necessary to implementing the sustainability plan as outlined in the *Sustainability* section.

ACTIVITY/STRATEGY	KEY TASK	ACTIVITIES	PERSON RESPONSIBLE	BY WHEN	AS MEASURED BY

**Attachment A**  
**Overarching Definitions and Grant Conditions from VAWA 2005**

**42 U.S.C.A. §13925 Definitions and grant provisions**

**(a) Definitions In this title:**

**(1) Courts**

The term "courts" means any civil or criminal, tribal, and Alaska Native Village, Federal, State, local or territorial court having jurisdiction to address domestic violence, dating violence, sexual assault or stalking, including immigration, family, juvenile, and dependency courts, and the judicial officers serving in those courts, including judges, magistrate judges, commissioners, justices of the peace, or any other person with decision-making authority.

**(2) Child abuse and neglect**

The term "child abuse and neglect" means any recent act or failure to act on the part of a parent or caregiver with intent to cause death, serious physical or emotional harm, sexual abuse, or exploitation, or an act or failure to act which presents an imminent risk of serious harm. This definition shall not be construed to mean that failure to leave an abusive relationship, in the absence of other action constituting abuse or neglect, is itself abuse or neglect.

**(3) Community-based organization**

The term "community-based organization" means an organization that--

**(A)** focuses primarily on domestic violence, dating violence, sexual assault, or stalking;

**(B)** has established a specialized culturally specific program that addresses domestic violence, dating violence, sexual assault, or stalking;

**(C)** has a primary focus on underserved populations (and includes representatives of these populations) and domestic violence, dating violence, sexual assault, or stalking; or

**(D)** obtains expertise, or shows demonstrated capacity to work effectively, on domestic violence, dating violence, sexual assault, and stalking through collaboration.

**(4) Child maltreatment**

The term "child maltreatment" means the physical or psychological abuse or neglect of a child or youth, including sexual assault and abuse.

**(5) Court-based and court-related personnel**

The term "court-based" and "court-related personnel" mean persons working in the court, whether paid or volunteer, including--

**(A)** clerks, special masters, domestic relations officers, administrators, mediators, custody evaluators, guardians ad litem, lawyers, negotiators, probation, parole, interpreters, victim assistants, victim advocates, and judicial, administrative, or any other professionals or personnel similarly involved in the legal process;

**(B)** court security personnel;

**(C)** personnel working in related, supplementary offices or programs (such as child support enforcement); and

**(D)** any other court-based or community-based personnel having responsibilities or authority to address domestic violence, dating violence, sexual assault, or stalking in the court system.

**(6) Domestic violence**

The term "domestic violence" includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**(7) Dating partner**

The term "dating partner" refers to a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, and where the existence of such a relationship shall be determined based on a consideration of--

- (A) the length of the relationship;
- (B) the type of relationship; and
- (C) the frequency of interaction between the persons involved in the relationship.

**(8) Dating violence**

The term "dating violence" means violence committed by a person--

- (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

- (i) The length of the relationship.
- (ii) The type of relationship.
- (iii) The frequency of interaction between the persons involved in the relationship.

**(9) Elder abuse**

The term "elder abuse" means any action against a person who is 50 years of age or older that constitutes the willful--

- (A) infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical harm, pain, or mental anguish; or
- (B) deprivation by a person, including a caregiver, of goods or services with intent to cause physical harm, mental anguish, or mental illness.

**(10) Indian**

The term "Indian" means a member of an Indian tribe.

**(11) Indian country**

The term "Indian country" has the same meaning given such term in section 1151 of Title 18.

**(12) Indian housing**

The term "Indian housing" means housing assistance described in the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101 et seq., as amended).

**(13) Indian tribe**

The term "Indian tribe" means a tribe, band, pueblo, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**(14) Indian law enforcement**

The term "Indian law enforcement" means the departments or individuals under the direction of the Indian tribe that maintain public order.

**(15) Law enforcement**

The term "law enforcement" means a public agency charged with policing functions, including any of its component bureaus (such as governmental victim services programs), including those referred to in section 2802 of Title 25.

**(16) Legal assistance**

The term "legal assistance" includes assistance to adult and youth victims of domestic violence, dating violence, sexual assault, and stalking in--

- (A) family, tribal, territorial, immigration, employment, administrative agency, housing matters, campus administrative or protection or stay away order proceedings, and other similar matters; and
- (B) criminal justice investigations, prosecutions and post-trial matters (including sentencing, parole, and probation) that impact the victim's safety and privacy.

**(17) Linguistically and culturally specific services**

The term "linguistically and culturally specific services" means community-based services that offer full linguistic access and culturally specific services and resources, including outreach, collaboration, and support mechanisms primarily directed toward underserved communities.

**(18) Personally identifying information or personal information**

The term "personally identifying information" or "personal information" means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, including--

(A) a first and last name;

(B) a home or other physical address;

(C) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number);

(D) a social security number; and

(E) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any of subparagraphs (A) through (D), would serve to identify any individual.

**(19) Prosecution**

The term "prosecution" means any public agency charged with direct responsibility for prosecuting criminal offenders, including such agency's component bureaus (such as governmental victim services programs).

**(20) Protection order or restraining order**

The term "protection order" or "restraining order" includes--

(A) any injunction, restraining order, or any other order issued by a civil or criminal court for the purpose of preventing violent or threatening acts or harassment against, sexual violence or contact or communication with or physical proximity to, another person, including any temporary or final orders issued by civil or criminal courts whether obtained by filing an independent action or as a pendente lite order in another proceeding so long as any civil order was issued in

response to a complaint, petition, or motion filed by or on behalf of a person seeking protection; and

(B) any support, child custody or visitation provisions, orders, remedies, or relief issued as part of a protection order, restraining order, or stay away injunction pursuant to State, tribal, territorial, or local law authorizing the issuance of protection orders, restraining orders, or injunctions for the protection of victims of domestic violence, dating violence, sexual assault, or stalking.

**(21) Rural area and rural community**

The term "rural area" and "rural community" mean--

(A) any area or community, respectively, no part of which is within an area designated as a standard metropolitan statistical area by the Office of Management and Budget; or

(B) any area or community, respectively, that is--

(i) within an area designated as a metropolitan statistical area or considered as part of a metropolitan statistical area; and

(ii) located in a rural census tract.

**(22) Rural state**

The term "rural State" means a State that has a population density of 52 or fewer persons per square mile or a State in which the largest county has fewer than 150,000 people, based on the most recent decennial census.

**(23) Sexual assault**

The term "sexual assault" means any conduct proscribed by chapter 109A of Title 18, whether or not the conduct occurs in the special maritime and territorial jurisdiction of the United States or in a Federal prison and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim.

**(24) Stalking**

The term "stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to--

(A) fear for his or her safety or the safety of others; or

(B) suffer substantial emotional distress.

**(25) State**

The term "State" means each of the several States and the District of Columbia, and except as otherwise provided, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands, and the Northern Mariana Islands.

**(26) State domestic violence coalition**

The term "State domestic violence coalition" means a program determined by the Administration for Children and Families under the Family Violence Prevention and Services Act (42 U.S.C. 10410(b)).

**(27) State sexual assault coalition**

The term "State sexual assault coalition" means a program determined by the Center for Injury Prevention and Control of the Centers for Disease Control and Prevention under the Public Health Service Act (42 U.S.C. 280b et seq.).

**(28) Territorial domestic violence or sexual assault coalition**

The term "territorial domestic violence or sexual assault coalition" means a program addressing domestic or sexual violence that is--

(A) an established nonprofit, nongovernmental territorial coalition addressing domestic violence or sexual assault within the territory; or

(B) a nongovernmental organization with a demonstrated history of addressing domestic violence or sexual assault within the territory that proposes to incorporate as a nonprofit, nongovernmental territorial coalition.

**(29) Tribal coalition**

The term "tribal coalition" means--

(A) an established nonprofit, nongovernmental tribal coalition addressing domestic violence and sexual assault against American Indian or Alaskan Native women; or

(B) individuals or organizations that propose to incorporate as nonprofit, nongovernmental tribal coalitions to address domestic violence and sexual assault against American Indian or Alaska Native women.

**(30) Tribal Government**

The term "tribal government" means--

(A) the governing body of an Indian tribe; or

(B) a tribe, band, pueblo, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation (as defined in, or established pursuant to, the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.)), that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**(31) Tribal nonprofit organization**

The term "tribal nonprofit organization" means--

(A) a victim services provider that has as its primary purpose to assist Native victims of domestic violence, dating violence, sexual assault, or stalking; and

(B) staff and leadership of the organization must include persons with a demonstrated history of assisting American Indian or Alaska Native victims of domestic violence, dating violence, sexual assault, or stalking.

**(32) Tribal organization**

The term "tribal organization" means--

(A) the governing body of any Indian tribe;

(B) any legally established organization of Indians which is controlled, sanctioned, or chartered by such governing body of a tribe or tribes to be served, or which is democratically elected by the adult members of the Indian community to be served by such organization and which includes the maximum participation of Indians in all phases of its activities; or

(C) any tribal nonprofit organization.

**(33) Underserved populations**

The term "underserved populations" includes populations underserved because of geographic location, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

**(34) Victim advocate**

The term "victim advocate" means a person, whether paid or serving as a volunteer, who provides services to victims of domestic violence, sexual assault, stalking, or dating violence under the auspices or supervision of a victim services program.

**(35) Victim assistant**

The term "victim assistant" means a person, whether paid or serving as a volunteer, who provides services to victims of domestic violence, sexual assault, stalking, or dating violence under the auspices or supervision of a court or a law enforcement or prosecution agency.

**(36) Victim services or victim service provider**

The term "victim services" or "victim service provider" means a nonprofit, nongovernmental organization that assists domestic violence, dating violence, sexual assault, or stalking victims, including rape crisis centers, domestic violence shelters, faith-based organizations, and other organizations, with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

**(37) Youth**

The term "youth" means teen and young adult victims of domestic violence, dating violence, sexual assault, or stalking.

**(b) Grant conditions**

**(1) Match**

No matching funds shall be required for any grant or subgrant made under this Act for --

(A) any tribe, territory, or victim service provider; or

(B) any entity, including a State, that--

(i) petitions for a waiver of any match conditions imposed by the Attorney General or the Secretaries of Health and Human Services or Housing and Urban Development; and

(ii) whose petition for waiver is determined by the Attorney General or the Secretaries of Health and Human Services or Housing and Urban Development to have adequately demonstrated the financial need of the petitioning entity.

**(2) Nondisclosure of confidential or private information**

**(A) In general**

In order to ensure the safety of adult, youth, and child victims of domestic violence, dating violence, sexual assault, or stalking, and their families, grantees and subgrantees under this title shall protect the confidentiality and privacy of persons receiving services.

**(B) Nondisclosure**

Subject to subparagraphs (C) and (D), grantees and subgrantees shall not--

(i) disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through grantees' and subgrantees' programs; or

(ii) reveal individual client information without the informed, written, reasonably time-limited consent of the person (or in the case of an unemancipated minor, the minor and the parent or guardian or in the case of persons with disabilities, the guardian) about whom information is sought, whether for this program or any other Federal, State, tribal, or territorial grant program, except that consent for release may not be given by the abuser of the minor, person with disabilities, or the abuser of the other parent of the minor.

**(C) Release**

If release of information described in subparagraph (B) is compelled by statutory or court mandate--

(i) grantees and subgrantees shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and

(ii) grantees and subgrantees shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.

**(D) Information sharing**

Grantees and subgrantees may share--

(i) nonpersonally identifying data in the aggregate regarding services to their clients and nonpersonally identifying demographic information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or

data collection requirements;

(ii) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and

(iii) law enforcement- and prosecution-generated information necessary for law enforcement and prosecution purposes.

**(E) Oversight**

Nothing in this paragraph shall prevent the Attorney General from disclosing grant activities authorized in this Act to the chairman and ranking members of the Committee on the Judiciary of the House of Representatives and the Committee on the Judiciary of the Senate exercising Congressional oversight authority. All disclosures shall protect confidentiality and omit personally identifying information, including location information about individuals.

**(3) Approved activities**

In carrying out the activities under this title, grantees and subgrantees may collaborate with and provide information to Federal, State, local, tribal, and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking.

**(4) Non-supplantation**

Any Federal funds received under this title shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for activities under this title.

**(5) Use of funds**

Funds authorized and appropriated under this title may be used only for the specific purposes described in this title and shall remain available until expended.

**(6) Reports**

An entity receiving a grant under this title shall submit to the disbursing agency a report detailing the activities undertaken with the grant funds, including and providing additional information as the agency shall require.

**(7) Evaluation**

Federal agencies disbursing funds under this title shall set aside up to 3 percent of such funds in order to conduct--

(A) evaluations of specific programs or projects funded by the disbursing agency under this title or related research; or

(B) evaluations of promising practices or problems emerging in the field or related research, in order to inform the agency or agencies as to which programs or projects are likely to be effective or responsive to needs in the field.

**(8) Nonexclusivity**

Nothing in this title shall be construed to prohibit male victims of domestic violence, dating violence, sexual assault, and stalking from receiving benefits and services under this title.

**(9) Prohibition on tort litigation**

Funds appropriated for the grant program under this title may not be used to fund civil representation in a lawsuit based on a tort claim. This paragraph should not be construed as a prohibition on providing assistance to obtain restitution in a protection order or criminal case.

**(10) Prohibition on lobbying**

Any funds appropriated for the grant program shall be subject to the prohibition in section 1913 of Title 18, relating to lobbying with appropriated moneys.



(11) Technical assistance

Of the total amounts appropriated under this title, not less than 3 percent and up to 8 percent, unless otherwise noted, shall be available for providing training and technical assistance relating to the purposes of this title to improve the capacity of the grantees, subgrantees, and other entities. If there is a demonstrated history that the Office on Violence Against Women has previously set aside amounts greater than 8 percent for technical assistance and training relating to grant programs authorized under this title, the Office has the authority to continue setting aside amounts greater than 8 percent.

**Attachment B**  
**Website Link for Domestic Violence Standards Document**

The following website link is to obtain a copy of the Arizona Coalition Against Domestic Violence's new *Arizona Service Standards and Guidelines for Domestic Violence Programs*.

[http://gocyf.az.gov/Women/GRT\\_SVAWG.asp](http://gocyf.az.gov/Women/GRT_SVAWG.asp)

If web access is unavailable, you may fax, email, mail or hand-carry a request to obtain these documents from the Governor's Office for Children, Youth and Families. Contact Sarah Bean at [sbean@az.gov](mailto:sbean@az.gov), fax number is (602) 542-5522, or 1700 W. Washington Street, Suite 101, Phoenix, AZ 85007.

## Attachment C Certificate of Insurance - Sample

Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:		Company Letter:	Companies Affording Coverage:		
		A			
		B			
Name and Address of Insured:		C			
		D			
<b>LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE</b>		<b>COMPANY LETTER</b>	<b>TYPE OF INSURANCE</b>	<b>POLICY NUMBER</b>	<b>DATE POLICY EXPIRES</b>
Bodily Injury  Per Person  Each Occurrence  Property Damage  OR  Bodily Injury and  Property Damage  Combined			Comprehensive General Liability Form  Premises Operations  Contractual  Independent Contractors  Products/Completed Operations Hazard  Personal Injury  Broad Form Property Damage  Explosion & Collapse (If Applicable)  Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date

Issued: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

**END OF SOLICITATION**  
**ST-WSG-12-2366-00**